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PROPOSED COUNSEL TO DEBTOR

FRANKIE V'S KITCHEN, LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
FRANKIE V'S KITCHEN, LLC.	§	Case No.: 19-31717
	§	
Debtor.	§	

NOTICE OF PROPOSED ASSET PURCHASE AGREEMENT

In support of Debtor's *Motion for Order Approving/Authorizing (I) Substantially All of the Assets of Frankie V's Kitchen, LLC Free and Clear of All Liens, Claims, Encumbrances, and Interests and (II) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale* [Docket No. 83] and in advance of the hearing thereon scheduled for July 17, 2019 at 9:30 A.M. (the "**Hearing**"), Frankie V's Kitchen, LLC, as debtor and debtor-in-possession in the above-captioned chapter 11 case, hereby files with the Court the attached unexecuted draft Asset Purchase Agreement, which is subject to negotiation at this time and may change prior to the Hearing. Should any such changes occur, the Debtor will endeavor to file a further revised Asset Purchase Agreement as soon as possible.

DATED: July 16, 2019

Respectfully submitted by:

/s/ Mark C. Moore

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PROPOSED COUNSEL TO DEBTOR

FRANKIE V'S KITCHEN, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this the 16th day of July, 2019, a copy of the foregoing was sent via this Court's ECF system on all those parties registered to receive said electronic service.

/s/ Mark C. Moore

Mark C. Moore

EXHIBIT A

Proposed Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

BY AND AMONG

**Casa Verde Foods LLC
as Purchaser,**

AND

**Frankie V's Kitchen, LLC
as Seller**

Dated as of July 16, 2019

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) is entered into as of July 16, 2019, by and between Casa Verde Foods LLC, a Texas limited liability company (“**Purchaser**”) and Frankie V’s Kitchen, LLC, a Texas limited liability company (“**Seller**”).

RECITALS

- A. Seller operates a food-manufacturing business in Dallas, Texas (the “**Business**”).
- B. On May 20, 2019 (the “**Petition Date**”) Seller filed a voluntary petition for relief under chapter 11 of title 11 of the Bankruptcy Code, 11 U.S.C. §§ 101, *et, seq.* (the “**Bankruptcy Code**”);
- C. Seller’s chapter 11 case is administered under the caption *In re: Frankie V’s Kitchen, LLC*, Case No. 19-31717 (the “**Bankruptcy Case**”), and is pending before the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”);
- D. Subject to the terms and conditions set forth herein and the approval and order of the Bankruptcy Court, Seller is agreeing to sell the Assets (defined below) in accordance with sections 105, 363, and 365 of the Bankruptcy Code;
- E. Purchaser is agreeing to purchase the Assets on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, representations, warranties, provisions and covenants contained herein, the parties, intending to be legally bound, agree as follows:

ARTICLE I DEFINITIONS

1.1. Definitions. Capitalized terms used in this Agreement shall have the following meanings:

“Accounts Receivable” means the accounts and notes receivable of Seller relating to the Facility that have been billed to customers as of July 17, 2019. No purchase orders that have been transmitted but not filled prior to the transfer of the Assets of the Business to Purchaser shall be considered accounts receivable under this agreement.

“Agreement” means this Asset Purchase Agreement.

“Assets” has the meaning set forth in Section 2.1.

“Assigned Intangible Property” means all Intangible Property attributable to, arising from or used in connection with the Business, the Assets, or the Seller’s business, and all goodwill

associated therewith and the rights and privileges used to conduct the Business or utilize the Assets.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Avoidance Actions” means all causes of action under applicable state law and Chapter 5 of the U.S. Bankruptcy Code.

“Bankruptcy Case” has the meaning set forth in the recitals of this Agreement.

“Bankruptcy Code” has the meaning set forth in the recitals of this Agreement.

“Bankruptcy Court” has the meaning set forth in the recitals of this Agreement.

“Bankruptcy-Related Fees” means any fees and expenses (including out-of-pocket expenses) incurred by or otherwise due from Seller (whether or not billed and regardless of when incurred or accrued) that are related to the Bankruptcy Case or Seller’s refinancing, restructuring, or sale efforts, including the fees and expenses for any of the following: (i) counsel for Seller; (ii) financial advisors to Seller; (iii) any professional retained in the Bankruptcy Case, and (iv) any (if any) employee of Seller for any transaction or retention bonuses or other similar obligation. For the avoidance of doubt, Bankruptcy-Related Fees do not include any fees and expenses incurred by Purchaser.

“Business Day” means any day other than a Saturday, Sunday, or other day on which commercial banks in Dallas, Texas are authorized or required to close.

“Cash Deposit” has the meaning set forth in Section 3.2(a).

“Claims” means all claims and/or causes of action owned by the Seller’s bankruptcy estate pursuant to § 541 of the Bankruptcy Code, including, but not limited to, those claims under the Debtor’s insurance policies, claims against the Debtor’s directors or officers, or any Avoidance Actions arising under or permitted in sections 544, 545, 547, 548, 549, and 550, and any other claim and cause of action arising under state or federal law.

“Closing” has the meaning set forth in Section 9.1.

“Closing Date” has the meaning set forth in Section 9.1.

“Closing Date Deadline” has the meaning set forth in Section 9.4(a).

“Code” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

“Confidential Information” means all information of a confidential or proprietary nature (whether or not specifically labeled or identified as confidential), in any form or medium, that relates to the business, products, services, or research or development of Seller or its suppliers, distributors, customers, independent contractors, or other business relations. The term “Confidential Information” shall not, however, include information which (i) is or becomes publicly available other

than as a result of a disclosure by Purchaser or the Purchaser Representatives, (ii) is or becomes available to Purchaser on a non-confidential basis from a source (other than Seller) which, to the best of Purchaser's knowledge after due inquiry, is not prohibited from disclosing such information to Purchaser by a legal, contractual, or fiduciary obligation to Seller, or (iii) has been independently acquired or developed by Purchaser or the Purchaser Representatives without using any Confidential Information or violating any of its obligations under this agreement.

"Contract" means, with respect to any Person, any agreement, arrangement, commitment, contract, or instrument of any type whatsoever, whether oral or written, express or implied, including any conditional sales agreements, deeds of trust, guaranties, leases, license agreements, mortgages, non-competition agreements, notes, pledge agreements, purchase and sales orders, security agreements, or warranties, to which a Person is a party or by which any of its properties or assets may be bound.

"Cure Amounts" has the meaning set forth in Section **Error! Reference source not found.**

"Designated Contracts" has the meaning set forth in Section 2.1(e).

"Employee Plans" means all "employee benefit plans," as defined in Section 3(3) of ERISA.

"Encumbrances" means all liens, claims, encumbrances, mortgages, pledges, security interests, conditional sales agreements, consignments, charges, options, preemptive rights, rights of first refusal, reservations, restrictions, or other encumbrances or defects in title, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Liabilities" has the meaning set forth in Section 2.3.

"Fixed Assets" means all of Seller's equipment, parts, furniture, fixtures, small tools, special or unique tools, service and cleaning supplies and office and shop supplies, owned computers and phone systems, cabling, file cabinets, or other equipment of Seller used in connection with the operation of the Business.

"FVK Finished Products" means all finished food products bearing Seller's trademark or trade name and/or created using recipes owned by the Seller and shipped to customers prior to the Closing Date;

"GAAP" means United States generally accepted accounting principles as used by Seller in the preparation of Financial Statements consistently applied with Seller's past practices.

“Governmental Authority” means any federal, state, local or foreign government, political subdivision or governmental or regulatory authority, agency, board, bureau, commission, instrumentality or court or quasi-governmental authority.

“Intangible Property” means all original concepts, ideas, recipes, ingredient lists, royalty agreements, works of authorship, data, designs, drawings, formulas, inventions, know-how, manufacturing know-how, methods, processes, procedures, plans, names, research records, service marks, service names, software, all websites and domain names, technical documentation, trademarks, technology, trade names, trade secrets, technologies and all intellectual property or proprietary property rights thereto, including all patents, patent applications, trademark registrations and applications, copyrights, copyright registrations and applications, which are filed, issued or exist (anywhere in the world), licenses and all other rights with respect thereto (including all rights in, to or related or associated in any manner with any of the foregoing or any aspect or part thereof whether owned or licensed, and all rights to sue for any past, present or future infringement of any of the foregoing rights and the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing rights, including damages for past, present or future infringement thereof).

“Inventory” means finished and unfinished food products in the possession of the Debtor on the Closing Date, including FVK Finished Products that remain unshipped to Clients.

“Law” or “Laws” means any and all federal, state, local or foreign statutes, laws, ordinances, proclamations, codes, regulations, Permits, approvals, consents, legal doctrines, published requirements, orders, decrees, judgments, injunctions and rules of any Governmental Authority, including those covering environmental, Tax, energy, safety, health, transportation, bribery, record keeping, zoning, discrimination, antitrust and wage and hour matters, in each case as amended and in effect from time to time.

“Loss” or “Losses” means all liabilities, losses, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, fees, costs and expenses (including reasonable attorneys’ fees, expert witness fees and costs and expenses of investigation).

“Order” means any order, injunction, judgment, decree, ruling, writ, assessment, or arbitration award of a Governmental Authority.

“Permits” means licenses (other than licenses for the use of Intangible Property), franchises, permits, certificates of occupancy, approvals, entitlements, authorizations of transportation authorities, operating authorizations, titles (including motor vehicle titles and current registrations), certificates, test lines and qualifications related thereto and other governmental authorizations.

“Permitted Encumbrances” means Encumbrances for (a) property or ad valorem Taxes not yet due and payable or which are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on Seller’s books in accordance with GAAP, (b) obligations under operating and capital leases, and (c) minor imperfections of title that do not, either individually or in the aggregate, materially and adversely affect the use, enjoyment or value of the property to which such imperfections in title relate.

“Person” means an individual, partnership, corporation, business trust, limited-liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Petition Date” has the meaning set forth in the recitals of this Agreement.

“Petition” has the meaning set forth in the recitals of this Agreement.

“Purchase Price” has the meaning set forth in Section 3.1.

“Purchaser” has the meaning set forth in the preamble of this Agreement.

“Purchaser Representatives” means Purchaser’s directors, officers, employees, affiliates (and their directors, officers and employees), representatives (including financial advisors, attorneys, and accountants) and agents and its potential sources of financing for the transactions contemplated by this Agreement.

“Sale Hearing” means the hearing in the Bankruptcy Court requesting authority to sell the Assets free and clear of Encumbrances.

“Sale Motion” has the meaning set forth in Section 8.1.

“Sale Order” means an order of the Bankruptcy Court pursuant to Sections 363, 365, and 1146(c) of the Bankruptcy Code, which is not subject to a stay pending appeal, approving this Agreement and all of the terms and conditions hereof and authorizing Seller to consummate the transactions contemplated hereby.

“Seller” have the meanings set forth in the preamble of this Agreement.

“Tax Return” means any return, declaration, report, claim for refund, information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Taxes” means all taxes, charges, fees, levies or other assessments including income, gross receipts, excise, property, sales, withholding, social security, unemployment, occupation, use, service, license, payroll, franchise, transfer and recording taxes, fees and charges, imposed by the United States or any state, local or foreign government or subdivision or agency thereof, whether computed on a separate, consolidated, unitary, combined or any other basis, including any interest, fines, penalties or additional amounts attributable to or imposed with respect to any such taxes, charges, fees, levies or other assessments, whether or not disputed.

“Third Person” means any Person not a party to this Agreement.

“Topping Fee” has the meaning set forth in Section 8.2.

“Transfer Taxes” has the meaning set forth in Section 6.3(c).

“Transferred Employees” has the meaning set forth in Section 6.4(c).

1.2. Interpretation. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires: (a) the terms defined in Section 1.1 and elsewhere in this Agreement include the plural as well as the singular; (b) all accounting terms not otherwise defined herein have the meanings ascribed to them in accordance with GAAP; (c) all dollar amounts are expressed in United States funds; (d) a reference to one gender includes the other gender and the neuter; (e) the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; (f) the terms “include,” “includes” and “including” are not limiting; and (g) the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.”

ARTICLE II PURCHASE AND SALE OF ASSETS

2.1. Acquisition of the Assets. Subject to the conditions set forth in this Agreement and pursuant to Section 363 of the Bankruptcy Code, effective as of the Closing, Seller shall sell, convey, transfer, assign, and deliver to Purchaser, and Purchaser shall purchase from Seller, all of the assets, properties, businesses, franchises, goodwill, and rights of the Business of every kind and character, tangible or intangible, including those set forth in this Section 2.1, specifically excluding the Excluded Assets (collectively, the “**Assets**”, which includes but is not limited to all the assets listed in Schedule 2.1), free and clear of all Encumbrances. The Assets include the following:

- (a) Furniture
- (b) Fixtures;
- (c) Fixed Assets, excluding equipment purchased by Seller from Eastsign, Inc. or its affiliates that is not currently in the possession of Seller and may be the subject of a Claim, which equipment is specifically addressed in footnote 1 below;
- (d) Inventory;
- (e) all of the interests, rights and benefits accruing to Seller under the Contracts listed on Schedule 2.1(e) hereto (the “**Designated Contracts**”);
- (f) all customer lists, sales records, customer payment histories, ledgers and accounting records, Tax Returns, and quality complaints or warranty claims;
- (g) to the extent transferable, all of Seller’s right, title and interest in and to any Permits;
- (h) the Assigned Intangible Property, and all right, title and interest therein;

2.2. Excluded Assets. Seller shall retain, and the Assets shall specifically not include, the following assets and other rights of Seller (collectively, the “**Excluded Assets**”):

- (a) the Purchase Price and other rights of Seller under this Agreement;

- (b) all cash and cash equivalents;
- (c) all accounts with any financial institutions;
- (d) copies of all ledgers and accounting records, Tax Returns and similar items;
- (e) all Avoidance Actions;
- (f) all Accounts Receivable as defined above;
- (g) all Claims¹;
- (h) ½ of all deposits and prepayments made by the Seller on any contract or lease that Purchaser wishes to assume or accept transfer of;
- (i) any equipment purchased by Seller from Eastsign Inc. (or for which Seller paid a deposit that is now the subject of a Claim²) that is not currently in the possession of Seller;
- (j) All FVK Finished Products that have been shipped to clients by the closing date;
- (k) all Contracts to which Seller is a party which are not Designated Contracts; and,
- (l) any membership interests or equity interest of Seller and their Affiliates;

2.3. Assumed Liabilities; Excluded Liabilities. Upon the terms and subject to the conditions of this Agreement, Purchaser shall assume, pay, perform and discharge when due, effective as of the Closing Date and thereafter, the following liabilities, responsibilities and obligations of Sellers (collectively, the “**Assumed Liabilities**”):

- (a) All claims, liabilities, responsibilities, obligations, costs and expenses arising in any way out of the operation of the Business or the ownership or operation of the Assets on or after the Closing Date, including, without limitation, (i) any and all Taxes arising out of or attributable to the operation or ownership of the Business after the Closing Date, (ii) any and all claims associated with the use of any Asset after the Closing Date, but only if the event giving rise to such claim occurred after the Closing Date, including liability to any third party for any injury or damage to persons or property

¹ With regard to the Seller’s Claim against Eastsign, Inc., Seller and Purchaser have agreed that Purchaser will allow Seller to store the equipment at the Business for up to 90 days post-Closing, and that Seller and Purchaser will split the amount of any recovery from Eastsign, Inc., as follows: Seller shall receive the first \$250,000, and Seller and Purchaser will evenly split any additional recovery (over and above \$250,000) on a 50-50 basis. If the equipment that serves as the basis for Seller’s claim against Eastsign, Inc. is not removed from Purchaser’s facility at the end of 90 days, all ownership of the equipment shall pass to purchaser, free of any encumbrances, along with a complete assignment of any claims against Eastsign, Inc.

² See id.

and any damage to the Asset itself, due to any condition of, defect in, or design of the asset in question, latent or otherwise, whether such condition, defect, or design now exists or hereafter occurs and (iii) any and all warranty obligations or claims relating to warranties provided to customers of the Business by the Purchaser on or after to the Closing Date.

(b) All liabilities associated with the Transferred Employees accruing on and after the Closing Date.

(c) To the extent that Purchaser assumes the lease on the premises pursuant to their right to assume designated contracts, Purchaser shall accept all liabilities accruing after the Closing date.

Except to the extent expressly provided in this Section 2.3, Purchaser will not assume, in connection with the transactions contemplated by this Agreement or otherwise, any liability or obligation of Seller whatsoever, and Seller will retain responsibility for, all liabilities and obligations accrued as of the Closing Date and all liabilities and obligations arising from Seller's operations (with respect to the Business, Seller's employees, or otherwise) prior to or on the Closing Date, whether actual or contingent and whether or not accrued or disclosed, including any Bankruptcy-Related Fees (the "**Excluded Liabilities**"). For the avoidance of doubt, Seller shall be responsible for all cure payments required to be made in connection with the assignment to Purchaser of all Designated Contracts ("**Cure Amounts**"), and the Cure Amounts shall constitute Excluded Liabilities.

ARTICLE III PURCHASE PRICE

3.1. Purchase Price. The purchase price for the Assets shall be equal to \$2,500,000.00 Agreement (the "**Purchase Price**"):

3.2. Payment. Purchaser shall pay the Purchase Price to Seller as follows:

(a) On the date of this Agreement, Purchaser shall pay to the Seller \$250,000.00 (the "**Cash Deposit**"), which shall be held as security for the performance by Purchaser of its obligations under this Agreement. The Cash Deposit shall be applied as a credit against the Purchase Price at Closing and shall be refunded to the Purchaser upon termination of this Agreement by either Purchaser or Seller.

(b) On the Closing Date, Purchaser shall pay to Seller the Purchase Price, less the Cash Deposit, by wire transfer of immediately available funds to an account or accounts specified by Seller.

3.3. Proration of Certain Items. Ad valorem personal property taxes on the Assets will be apportioned at the Closing based upon the number of days in the taxable period before and after the Closing Date and the amounts set forth in the current tax bills if available or, if not available, based upon the amounts set forth in the most recent tax bills available. Utilities charges for the Business shall be apportioned based upon the number of operating days occurring

before and after the Closing Date during the billing period for each such charge. To the extent practical a reconciliation and payment of prorated items shall take place at the Closing, and to the extent not practical reconciliation and payment shall be made within sixty (60) days following the Closing Date.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser as follows:

4.1. Due Organization and Qualification. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas and, subject to the limitations imposed on Seller as a result of having filed a petition for relief under the Bankruptcy Code, has the requisite power and authority to own, lease, and operate the Assets and to carry on the Business operations as now conducted.

4.2. Authorization. Subject to entry of, and compliance with, the Sale Order and such other authorization as is required by the Bankruptcy Court, Seller has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and thereunder. This Agreement has been duly and validly executed and delivered by Seller, and (assuming the due authorization, execution, and delivery by the other parties hereto, the entry of the Sale Order and subject to the satisfaction of the conditions to Closing) this Agreement constitutes legal, valid, and binding obligation of Seller enforceable against Seller in accordance with its respective terms.

4.3. Assets. Seller has title to the Assets, which Purchaser acknowledges and agrees that, except for the representations, warranties, and covenants contained herein, are being transferred on a “where is” and, as to condition, “as is” basis. Nothing in this section shall lessen the responsibility of the seller to properly fix the roof of the leased facility in accordance with all environmental regulations and state and local laws. As required by the Purchaser's Letter of Intent, it is a condition to Closing that the Seller, at Seller's expense, make all necessary repairs to the storm-damaged roof, including the skylight, insulation, and food-grade drop ceiling, as necessary to return the facility to full operating condition. Further, it is also a condition to Closing that swab testing for mold and mildew (including spores) must be completed in all affected areas, and remediation activities shall be continued by Seller until swabs meet or exceed the current standards set out by the Safe Quality Food (SQF) Institute, the Texas Department of Agriculture, the Texas Department of State Health Service, and the United States Department of Agriculture (USDA).

4.4. Permits. Seller holds all the Permits that are necessary for the operation of the Business, including, without limitation, all Permits and/or certifications issued by any Governmental Authority. Seller has not received any written notice that any Governmental Authority intends to cancel, terminate or not renew any such Permits. Seller is not in default, nor has Seller received any written notice of any claim of default, with respect to, or relating in any way to any of the Permits, and, to the Seller's knowledge, no basis for any claim exists with respect to the Permits.

4.5. Labor and Employee Relations. Seller is not bound by or subject to any arrangement with any labor union. None of Seller's employees are represented by any labor union or covered by any collective bargaining agreement nor, to Seller's knowledge, is any campaign to establish such representation in progress. There is no pending or, to Seller's knowledge, threatened labor dispute involving the Business and any of its employees nor has the Business experienced any significant labor interruptions over the past five years. There are no pending or, to Seller's knowledge, threatened labor disputes or other material issues in connection with the relationship between the Business and the Seller's employees.

4.6. Compensation; Employment Agreements. Seller has delivered to Purchaser prior to the date hereof an accurate schedule of all of Seller's employees as of the date of this Agreement.

4.7. No Implied or Other Representations or Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT SELLER IS NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY GIVEN IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR REPRESENTATION AS TO CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO ANY OF THE ASSETS, AND IT IS UNDERSTOOD THAT EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PURCHASER TAKES ALL OF SUCH PROPERTIES AND ASSETS ON AN "AS IS" AND "WHERE IS" BASIS.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

5.1. Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Texas.

5.2. Authorization; Non-Contravention; Approvals.

(a) Subject to entry of, and compliance with, the Sale Order and such other authorization as is required by the Bankruptcy Court, Purchaser has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and thereunder. This Agreement has been duly and validly executed and delivered by Purchaser, and (assuming the due authorization, execution, and delivery by the other parties hereto, the entry of the Sale Order and subject to the satisfaction of the conditions to Closing) this Agreement constitute a legal, valid, and binding obligation of Purchaser enforceable against Purchaser in accordance with its respective terms.

(b) Subject to entry of, and compliance with, the Sale Order and such other authorization as is required by the Bankruptcy Court and subject to the satisfaction of the conditions to Closing, the execution and delivery of this Agreement by Purchaser does not, and the consummation by Purchaser of the transactions contemplated hereby and

thereby will not, violate or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any of the terms, conditions or provisions of (i) the Certificate of Formation and the Company Agreement of Purchaser, (ii) any Laws applicable to Purchaser or any of its properties or assets, or (iii) any note, bond, mortgage, indenture, deed of trust, Permit, franchise, concession, lease or other instrument, obligation or agreement of any kind to which Purchaser is now a party or by which Purchaser or any of its properties or assets may be bound or affected or any decree of court or administrative agency.

(c) Except for the approval of the Bankruptcy Court, no approval or consent of, or filing with, any Person or Governmental Authority is required in connection with the transactions contemplated hereby or the execution, delivery or performance by Purchaser of this Agreement.

5.3. Brokers or Finders. No Person is or will become entitled, by reason of any agreement or arrangement entered into or made by or on behalf of Purchaser to receive any commission, brokerage, finder's fee or other similar compensation arrangement in connection with the consummation of the transactions contemplated by this Agreement.

5.4. Financing. Purchaser has adequate financing from internally-generated sources and has adequate cash on hand, or will obtain adequate financing on or prior to the Closing Date, and will continue to have adequate financing on the Closing Date, to enable it to fulfill its obligations under this Agreement. Purchaser acknowledges and agrees that Purchaser's obligations under this agreement are not contingent on obtaining adequate financing.

ARTICLE VI COVENANTS

6.1. Conduct of Business Pending the Closing. Seller covenants and agrees that, except as otherwise expressly required or permitted by the terms of this Agreement or except as expressly approved by Purchaser, between the date of this Agreement and the Closing Date the business of the Facility shall be conducted only in, and Seller shall not take any action except in, the ordinary course of business consistent with past practice, other than as may be required by the Bankruptcy Court. Further, Seller covenants and agrees that from and after the receipt of the Purchaser's Letter of Intent on July 3, 2019, Seller has conducted the Business in the ordinary course, maintained its properties and other Assets in good working condition, used its best efforts to maintain the Business and employees, customers, Assets and operations as an ongoing concern in accordance with past practice, and paid its workers their normal wages.

6.2. Cooperation. Seller and Purchaser each agree to cooperate with the other in the preparation and filing of all forms, notifications, reports and information, if any, required or reasonably deemed advisable pursuant to any law, rule or regulation in connection with the transactions contemplated by this Agreement (including, without limitation, in the case of Seller, by making available to Purchaser an employee of Seller who is generally knowledgeable with respect to Permits of the Business and who will use his or her commercially reasonable efforts to assist Purchaser in applying for and obtaining the Permits necessary or advisable in order to own and operate the Business). From the date hereof until the Closing Date, Seller shall promptly

deliver to Purchaser's counsel copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers which relate to or may effect this Agreement or the Assets that Seller files in the Bankruptcy Case. Further, in light of anticipated litigation involving the Seller and some of its former officers and directors, Seller agrees to make copies of any and all electronic information, e-mails, accounting records, correspondence or other records whether stored in electronic, digital, or hard copy in the assets being transferred to Purchaser herein prior to the Closing Date. Seller shall have the right to make copies of any transferred materials for 30 days after the Closing Date, subject prior request to Purchaser. Purchaser agrees to reasonably cooperate with Seller and its agents or designees to provide access to any of Seller's records transferred to Purchaser, but Purchaser shall have no duty (express or implied) to preserve any such records other than as generally required by corporate law.

6.3. Tax Matters.

(a) *Tax Cooperation.* Purchaser and Seller and their respective Affiliates shall cooperate fully with each other regarding Tax matters (including the execution of appropriate powers of attorney) and shall make available to the other as reasonably requested all information, records, and documents relating to Taxes governed by this Agreement until the expiration of the applicable statute of limitations period or extension thereof or the conclusion of all audits, appeals, or litigation with respect to such Taxes.

(b) *Prorations.* Liabilities or credits for taxes, if any, in respect of the Assets shall be prorated between Purchaser and Seller for the current taxable year using the number of days before and after the Closing Date in such taxable year as the basis for such proration; it being understood that, upon the Closing, Purchaser shall be responsible for taxes accruing in respect of the Assets and the Business operations following the Closing Date.

(c) *Transfer Taxes.* To the extent that the transactions contemplated by this Agreement are not otherwise exempt under section 1146(a) of the Bankruptcy Code, Seller shall be liable for all sales, use, and other transfer Taxes and all filing and recording fees (and any penalties and interest associated with such Taxes and fees) arising from or relating to the consummation of the transactions contemplated by this Agreement (collectively, "**Transfer Taxes**"). Seller and Purchaser shall cooperate and consult with each other prior to filing any Tax Returns in respect of Transfer Taxes and shall cooperate and otherwise take commercially reasonable efforts to obtain any available refunds for Transfer Taxes.

6.4. Employees.

(a) The Agreement represents an asset purchase only, and not a continuation of the business operated by Seller. At or immediately prior to Closing, Seller shall terminate the employment of all employees using the form attached hereto as Exhibit A. While Purchaser may elect to hire one or more of the persons previously employed by Seller in the operation of Seller's business, Purchaser is under no obligation to do so and shall not assume or become responsible for any vacation pay, sick leave pay, workers compensation benefits, payroll taxes, pension or retirement plans, or any other obligations or liabilities that Seller may have to or because of Seller's employees.

(b) Seller shall be responsible for all of its obligations and liabilities to the Seller's employees under any and all pay and compensation practices, and under all of the Employee Plans and under any employment agreements or terms and conditions of employment (including any potential claims for accrued vacation time with respect to Seller's employees), provided however, that nothing in this paragraph shall constitute a waiver by Seller of any rights it may have to dispute employee-based wage or compensation claims against Seller incurred prior to the Closing Date or an agreement by Seller to pay any such claims.

(c) Purchaser may, in its sole discretion, offer employment to certain of Seller's former employees (the "**Transferred Employees**"), on terms and conditions satisfactory to Purchaser in its sole discretion. Purchaser shall neither assume, nor be obligated with respect to, any Employee Plan or any other employee benefit plan, arrangement, policy, procedure, or practice, including payroll practices, which are or have been maintained or contributed to by Seller prior to the Closing Date.

6.5. Access to Information; Inventory Inspection. Prior to the Closing Date, Purchaser shall be entitled, following notice from Purchaser to Seller, through its officers, employees, consultants and representatives (including its legal advisors and accountants), to make such investigation of the properties, businesses and operations of Seller and the Business and such examination of the books and records of Seller and the Business, the Assets and the Assumed Liabilities as it reasonably requests and to make extracts and copies of such books and records. Any such investigation and examination shall be conducted upon reasonable advance notice and under reasonable circumstances and shall be subject to restrictions under applicable Law. Seller shall cause its respective officers, employees, consultants, agents, accountants, attorneys and other representatives to cooperate with Purchaser and Purchaser's representatives in connection with such investigation and examination, and Purchaser and its representatives shall cooperate with Seller and its representatives and shall use its reasonable efforts to minimize any disruption to the Business. Purchaser shall give Seller reasonable advance written notice of all inspections, setting forth the inspection or materials that Purchaser or its representatives intend to conduct. Upon the termination of this Agreement in accordance herewith, at Seller's request, Purchaser shall destroy or return to Seller all copies and extracts of Seller's books and records made by Purchaser prior to termination.

6.6. Accounts Receivable. For a period of 60 days after the Closing Date, Purchaser shall use all reasonable efforts to collect Seller outstanding Accounts Receivable. Given that the Business has not produced any product for the last month due to damage to the roof of the facility, there should be very few open accounts receivable. The Purchaser has no obligation to require payment of a Seller's outstanding accounts receivable prior to seeking payment of any new accounts receivable for work entered into between itself and any former customer of Seller. The Purchaser will not hinder any efforts of seller in seeking outstanding accounts receivable and will share any information that it possesses regarding the transaction that led to an outstanding account, however, the collection of said accounts will be the sole responsibility of the Seller and the Seller shall have no claim to any money paid to the Purchaser for new work done on behalf of a Client with an outstanding account balance accrued prior to the Closing Date.

6.7. Publicity. None of the Parties hereto shall issue any press release concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party hereto, which approval will not be unreasonably withheld or delayed, unless, in the sole judgment of Purchaser or Seller, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement; provided that the Party intending to make such release shall use its commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text thereof.

6.8. Post-Closing Wind-Up. After the Closing, Seller shall take immediate action as may be required or advisable to avoid the Seller's use of any trade names or other property that is an Asset, and Seller shall also take such steps so as to accomplish the liquidation and winding-up of their estates (the "**Wind-Up**") as expeditiously and as efficiently as reasonably possible. At the request of Purchaser, Seller shall keep Purchaser apprised of all material developments with respect to the Assets and Assumed Liabilities in the course of the Wind-Up and shall promptly comply with any reasonable requests by Purchaser for information relating thereto. Nothing in this Agreement shall prevent Seller from winding up its businesses as soon as possible after Closing.

6.9. Confidentiality. Purchaser shall maintain as confidential all Confidential Information, except as required by Law; provided, however, that Purchaser may reveal Confidential Information to Purchaser Representatives (a) who need to know the information for the purpose of their involvement with the transactions contemplated by this Agreement, (b) who are informed by Purchaser of the confidential nature of the information, and (c) who agree to act in accordance with the terms of this Section 6.9. Purchaser shall take all commercially reasonable steps (and to cause each of the Purchaser Representatives to take all commercially reasonable steps) to safeguard such Confidential Information in its possession and to protect it against disclosure, misuse, loss, and theft. If Purchaser or any of its respective Purchaser Representatives is required by Law to disclose any Confidential Information (other than as a result of the Bankruptcy Case), Purchaser shall promptly notify Seller in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and Purchaser shall cooperate with Seller to preserve the confidentiality of such information consistent with applicable Law. Nothing herein shall be construed to limit Purchaser's or the Purchaser Representatives' use of Confidential Information relating to the Assets or Assumed Liabilities following the Closing. Upon any termination of this Agreement, at Seller's request, Purchaser shall destroy or return to Seller all Confidential Information in Purchaser's possession.

6.10. Expenses. Except to the extent otherwise specifically provided in this Agreement, each party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel and accountants.

6.11. Non-Compete Agreement. Effective as of the Closing, Seller and Seller's current and prior officers agree not to compete with Purchaser in the business of providing co-packaged foods in any manner within the State of Texas for a period of five (5) years following the Closing.

ARTICLE VII CLOSING CONDITIONS

7.1. Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) *Representations and Covenants.* Each of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though made on the Closing Date. Seller shall have performed and complied in all material respects with all of the covenants and agreements required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date. Including, without limitation, those representation and covenants set forth in section 4.3.

(b) *Bankruptcy Court Approval.* The Sale Order shall have been entered by the Bankruptcy Court, and such order shall be in form and substance reasonably satisfactory to Purchaser.

(c) *Closing Deliveries.* Seller shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 9.2.

7.2. Conditions Precedent to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Seller in whole or in part to the extent permitted by applicable Law):

(a) *Representations and Covenants.* Each of the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though made on the Closing Date. Purchaser shall have performed and complied in all material respects with all of the covenants and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date.

(b) *Bankruptcy Court Approval.* The Sale Order shall have been entered by the Bankruptcy Court, and such order shall be in form and substance reasonably satisfactory to Seller.

(c) *Purchase Price.* Purchaser shall have delivered the Purchase Price to Seller as specified in Article III. The Cash Deposit shall be applied to such amount at Closing.

(d) *Closing Deliveries.* Purchaser shall have delivered to Seller all of the items set forth in Section 9.3.

7.3. Conditions Precedent to Obligations of Purchaser and Seller. The respective obligations of Purchaser and Seller to consummate the transactions contemplated by this

Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following condition: There shall not be in effect any Order by a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby. Purchaser shall have obtained any applicable dealer licenses or other approvals that are required under applicable Laws or the applicable state motor vehicle authorities and all other Governmental Authorities which are necessary to the operation of the Business or the use of the Assets. Seller shall make all efforts to assist and aid in the obtaining or transferring of any applicable licenses or other approvals that are required under applicable laws or applicable state motor vehicle authorities and all other Governmental Authorities which are necessary to operate the Business or the use of the Assets.

7.4. Frustration of Closing Conditions. No party hereto may rely on the failure of any condition set forth in Sections 7.1, 7.2, or 7.3, as the case may be, if such failure was caused by such party's failure to comply with any provision of this Agreement.

ARTICLE VIII BANKRUPTCY COURT MATTERS

8.1. Bankruptcy Court Filings. On July 3, 2019 Seller filed with the Bankruptcy Court a motion seeking entry of the Sale Order attached thereto as Exhibit B (the "**Sale Motion**") and Seller shall thereafter pursue diligently the entry of the Sale Order. Seller shall use commercially reasonable efforts to comply (or obtain an order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure in connection with obtaining approval of the Sale Order, including serving on all required Persons in the Bankruptcy Case (including (i) all Persons who are known to possess or assert an Encumbrance against any of the Assets, (ii) all Governmental Authorities, and (iii) all other Persons required by any order of the Bankruptcy Court (including any omnibus notice or case management order entered in the Bankruptcy Case), notice of the Sale Motion, the Sale Hearing, and the objection deadline in accordance with rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure, the Sale Order, or other orders of the Bankruptcy Court, including any applicable local rules of the Bankruptcy Court. Purchaser shall promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Purchaser, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. This Agreement and the transactions contemplated herein are subject to the approval of this Agreement by the Bankruptcy Court.

8.2. Topping Fee. In consideration of Purchaser's good faith negotiations and diligence in pursuing this transaction, if this Agreement is terminated pursuant to Section 9.4(c), (e), (f) or (h), Purchaser shall be entitled to payment from Seller of a cash amount equal to \$50,000 (the "**Topping Fee**"). The Topping Fee shall be paid on the closing of the alternate transaction or as otherwise specified by the Bankruptcy Court.

ARTICLE IX CLOSING AND TERMINATION

9.1. Closing Date. Subject to the satisfaction of the conditions set forth in Sections 7.1, 7.2, and 7.3 (or, if applicable, the waiver thereof by the party entitled to waive that condition), the closing of transactions contemplated herein (the “**Closing**”) shall take place at the offices of Foley Gardere, Foley & Lardner, LLP, 2021 McKinney Avenue, Suite 1600 Dallas, Texas (or at such other place as the parties may designate in writing) immediately following the entry of the Sale Order, unless another time or date, or both, are agreed to in writing by the parties hereto. The date on which the Closing occurs is referred to in this Agreement as the “**Closing Date**.”

9.2. Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser:

- (a) one or more duly executed bills of sale in a form to be agreed upon by the parties hereto;
- (b) one or more duly executed assignment and assumption agreements in a form to be agreed upon the parties hereto and duly executed assignments of the customer Contracts and Designated Contracts;
- (c) an affidavit executed by Seller that Seller is not a foreign person within the meaning of Section 1445(b)(3) of the Code, sworn under penalty of perjury in form and substance required under Treasury Regulations issued pursuant to Section 1445 of the Code;
- (d) all of Seller’s records relating in any way to the Business or the Assets;
- (e) an assignment of Intangible Property; and
- (f) all other documents or instruments of conveyance and transfer, in form and substance reasonably acceptable to Purchaser, as may be necessary to convey the Assets to Purchaser or to consummate the transactions contemplated by this Agreement.

9.3. Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller:

- (a) the Purchase Price;
- (b) one or more duly executed assignment and assumption agreements in a form to be agreed upon the parties hereto; and,
- (c) such other instruments and documents, in form and substance reasonably acceptable to Seller, as may be necessary to consummate the transactions contemplated by this Agreement.

9.4. Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

- (a) by Seller or Purchaser, if the Closing shall not have occurred by the close of business on July 24, 2019 (the “**Closing Date Deadline**”);

(b) by mutual written consent of Seller and Purchaser at any time prior to the Closing;

(c) by Purchaser, if there shall be a breach by Seller of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 7.1 or 7.3;

(d) by Seller, if there shall be a breach by Purchaser of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 7.2 or 7.3;

(e) by Purchaser, if the Bankruptcy Court shall enter an order approving an alternate transaction to the sale contemplated herein for the Assets;

(f) automatically, if Seller enter into a contract as an alternate transaction to the sale contemplated herein for the Assets;

(g) by Purchaser, if the Bankruptcy Case is dismissed or converted into a case under Chapter 7 of the Bankruptcy Code

(h) by Purchaser, if a trustee or examiner is appointed in the Bankruptcy Case and the Purchaser is removed as a ‘stalking horse’ in the process.

9.5. Procedure Upon Termination. In the event of termination pursuant to Section 9.4, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Assets hereunder shall be abandoned, without further action by Purchaser or Seller. If this Agreement is terminated as provided herein, each party shall redeliver all documents, work papers, and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

9.6. Effect of Termination.

(a) Except for the provisions of this Section 9.6, Section 8.2 and ARTICLE X, all of which shall survive any termination hereof, in the event of termination of this Agreement pursuant to Section 9.4, this Agreement shall forthwith become void and of no further force and effect, and the parties shall be released from any and all obligations hereunder; provided, however, that nothing herein shall relieve any party from liability under this Section 9.6, as applicable.

(b) If this Agreement is terminated by Seller pursuant to Section 9.4(a) or Section 9.4(d), Seller shall have the right to pursue any and all remedies available at law or in equity in connection with the breach by Purchaser of its obligations hereunder.

(c) If this Agreement is terminated by Purchaser pursuant to Section 9.4(c), Section 9.4(e), Section 9.4(f), or Section 9.4(h), then as Purchaser’s sole and exclusive remedy, (i) the Deposit shall be refunded to Purchaser within three (3) business days and (ii) Purchaser shall be entitled to the Topping Fee payable under Section 8.2.

(d) Nothing in this Section 9.6 shall prevent or prohibit Seller from seeking and obtaining specific performance of Purchaser's obligations under this Agreement.

ARTICLE X MISCELLANEOUS

10.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Seller or Purchaser (by operation of law or otherwise, other than the interest of Seller hereunder passing as a matter of law to the debtor-in-possession in the Bankruptcy Case) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations prior to the Closing, but after which the assignee shall become solely responsible for any obligations assigned to it. Upon any such permitted assignment, the references in this Agreement to Seller or Purchaser shall also apply to any such assignee unless the context otherwise requires.

10.2. Entire Agreement. This Agreement (including the attached Schedules and Exhibits) constitutes the entire agreement and understanding between Seller and Purchaser and supersede any prior agreement and understanding relating to the subject matter of this Agreement, including the Confidentiality Agreement.

10.3. Amendment; Waiver. This Agreement may be modified or amended only by a written instrument executed by Seller and Purchaser. No waiver of compliance with any provision or condition hereof, and no consent provided for herein, will be effective unless evidenced by an instrument in writing duly executed by the party sought to be charged therewith. No failure on the part of any party hereto to exercise, and no delay in exercising, any of its rights hereunder shall operate as a waiver thereof, nor will any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

10.4. Expenses. Except as otherwise provided in this Agreement, each of Seller and Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document, and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby.

10.5. Exercise of Rights and Remedies. Except as otherwise provided herein, no delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

10.6. Reformation and Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to

be valid, legal and enforceable, but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10.7. Notices. Each notice, demand, waiver, consent, and other communication required or permitted to be given hereunder will be in writing and will be sent either by (i) personal delivery, (ii) registered or certified first-class mail, postage prepaid and return receipt requested, (iii) national commercial courier service, or (iv) facsimile, in each case addressed as follows:

- (a) If to Seller, addressed as follows:

Frankie V's Kitchen, LLC
Attn: Stephen A. McCartin
2021 McKinney Avenue, Suite 1600
Dallas, Texas 75201

- (b) If to Purchaser addressed as follows:

The Law Offices of David Davies, PLLC
1023 Main Street, Suite 202
Conway, AR 72032
Attention: David Davies

Each such notice and other communication given by (w) personal delivery will be deemed given when it is delivered, (x) mail will be deemed to have been given five days after it is deposited in the United States mail in the manner specified herein, (y) national commercial courier service will be deemed to have been given the first Business Day after it is delivered to such service, and (z) facsimile will be deemed to have been given when it is so transmitted and the appropriate confirmation of transmittal is received. Any party may change its address for the purpose hereof by giving notice in accordance with the provisions of this Section 10.7.

10.8. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas (except for its principles governing conflicts of laws).

10.9. Submission to Jurisdiction; Consent to Service of Process.

(a) Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.7; provided, however, that if the Bankruptcy Case has closed, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Dallas County, Texas for the resolution of any such

claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action, or proceeding by delivery of a copy thereof in accordance with the provisions of Section 10.7.

10.10. Waiver of Right to Trial by Jury. Each party to this Agreement waives any right to trial by jury in any action, matter, or proceeding regarding this Agreement or any provision hereof.

10.11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or scanned email (.pdf) transmission of any signed original document or retransmission of any signed facsimile or email (.pdf) transmission will be deemed the same as delivery of an original. At the request of either party, the other will confirm facsimile transmission by signing a duplicate original document.

10.12. Survival of Representations and Warranties. The representations and warranties contained in this Agreement shall expire upon the Closing and shall not survive beyond the Closing Date.

10.13. Personal Liability. Notwithstanding any provision hereof, except for fraud or breach of the non-compete provisions in Section 6.11, no officer of Seller or Purchaser shall have any personal liability to each other arising out of this Agreement.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

SELLER:

FRANKIE V'S KITCHEN, LLC

By: _____
Name: _____
Title: _____

PURCHASER:

CASA VERDE FOODS, LLC

By: _____
Name: _____
Title: _____

Signature page

Sorted: General - category

Financial

01/01/2018 - 12/31/2018

System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Bus./ Inv. %	Sec. 179/ Bonus/ (Cur. Yr. Only)	Salvage/ Basis Adj.	Beg. Accum. Depreciation/ (Sec. 179)	Current Depreciation	Total Depreciation/ (Sec. 179)
Auto												
284		Vehicle	6/15/2016	SL / N/A	5.0000	4,502.00	100.0000	0.00	0.00	1,425.63	900.40	2,326.03
297		2008 Chevrolet box truck	7/1/2017	SL / N/A	5.0000	1,247.52	100.0000	0.00	0.00	124.75	249.50	374.25
298		2008 Chevrolet box truck	7/1/2017	SL / N/A	5.0000	1,247.52	100.0000	0.00	0.00	124.75	249.50	374.25
Subtotal: Auto						6,997.04		0.00		0.00	1,399.40	3,074.53
Less dispositions and exchanges:						0.00		0.00		0.00	0.00	0.00
Net for: Auto						6,997.04		0.00		0.00	1,399.40	3,074.53

Computers & Equipment												
22		Dell Server for AccountMate	3/14/2017	SL / N/A	5.0000	10,293.08	100.0000	0.00	0.00	1,715.52	2,058.62	3,774.14
23		HP elite desktop workstations	4/26/2017	SL / N/A	5.0000	2,459.94	100.0000	0.00	0.00	327.99	491.99	819.98
24		2 x 2017 HP ProBooks 450 G4 15.6" Business Ultrabook	7/26/2017	SL / N/A	5.0000	1,644.44	100.0000	0.00	0.00	137.04	328.89	465.93
116		Wireless Network Access Point + cables + Touchscreen 2 in1 laptop	4/22/2017	SL / N/A	5.0000	2,441.10	100.0000	0.00	0.00	325.48	488.22	813.70
187		5 x Samsung Galaxy TabPro S SM-W703NZKAXAR 12-Inch Tablet (Intel Core M3 6Y30 0	5/23/2017	SL / N/A	5.0000	2,760.30	100.0000	0.00	0.00	322.03	552.06	874.09
190		Laptops from Amazon.com	5/13/2016	SL / N/A	5.0000	1,464.75	100.0000	0.00	0.00	488.25	292.95	781.20
198		Computers from Best Buy	2/9/2016	SL / N/A	5.0000	1,515.48	100.0000	0.00	0.00	580.94	303.10	884.04
199		Computers from Best Buy	7/18/2016	SL / N/A	5.0000	1,149.33	100.0000	0.00	0.00	325.65	229.87	555.52
202		Mperia Standard enclosed 12" IP54; Printhead T-100, Scan true black ink	8/23/2016	SL / N/A	5.0000	26,819.22	100.0000	0.00	0.00	7,151.79	5,363.84	12,515.63
226		Laptops from Newegg.com	11/3/2016	SL / N/A	5.0000	4,228.90	100.0000	0.00	0.00	986.74	845.78	1,832.52
242		2 x Computer w software	5/17/2016	SL / N/A	5.0000	1,807.72	100.0000	0.00	0.00	572.44	361.54	933.98
244		Computer for Traceall System	7/22/2016	SL / N/A	5.0000	3,926.83	100.0000	0.00	0.00	1,112.61	785.37	1,897.98
352		2 x HP Laptop ProBook 450 G4	2/20/2018	SL / N/A	5.0000	1,718.41	100.0000	0.00	0.00	0.00	286.40	286.40
382		2 x 16 Channel 3MP Network Video Recorder & 8 X NHD-820 1080P HD Security Camera	8/14/2018	SL / N/A	5.0000	799.98	100.0000	0.00	0.00	0.00	66.67	66.67
384		Amazon - Laptop	5/14/2018	SL / N/A	5.0000	2,291.98	100.0000	0.00	0.00	0.00	305.60	305.60
391		2 x ASUSPRO Laptop	10/9/2018	SL / N/A	5.0000	1,703.94	100.0000	0.00	0.00	0.00	85.20	85.20
392		4 x ASUS VS228H-P 21.5" LED Monitors	10/9/2018	SL / N/A	5.0000	466.72	100.0000	0.00	0.00	0.00	23.34	23.34
403		3 x ASUSPRO Laptop - 15.6" FHD Matte Display	8/21/2018	SL / N/A	5.0000	2,585.07	100.0000	0.00	0.00	0.00	172.34	172.34
404		2 x CyberPower OL1500RTL2U Smart App Online UPS System	8/20/2018	SL / N/A	5.0000	1,376.84	100.0000	0.00	0.00	0.00	91.79	91.79
405		Cisco SG350X-24MP Layer 3 Switch + Tripp Lite Open Frame rack, Network Equip Rac	8/20/2018	SL / N/A	5.0000	1,073.73	100.0000	0.00	0.00	0.00	71.58	71.58
406		2 x In House Built Computer - MS Windows 10 Pro Machine w ASUS 21.5" Monitors	7/21/2018	SL / N/A	5.0000	3,078.59	100.0000	0.00	0.00	0.00	256.55	256.55
436		2 x Western Digital 1TB hard drive for server	1/10/2018	SL / N/A	5.0000	607.79	100.0000	0.00	0.00	0.00	121.56	121.56
437		Dell Poweredge R320 Server	2/7/2018	SL / N/A	5.0000	2,900.02	100.0000	0.00	0.00	0.00	531.67	531.67
439		4 x ASUS VS228H-P 21.5" LED Monitors + 2 x StarTech USB 3.0 Docking Station	10/28/2018	SL / N/A	5.0000	552.01	100.0000	0.00	0.00	0.00	18.40	18.40
448		2 x ASUSPRO Laptops + 4 x ASUS VS228H-P 21.5" LED Monitors	10/9/2018	SL / N/A	5.0000	2,170.66	100.0000	0.00	0.00	0.00	108.53	108.53
449		4 z Western Digital 10TB Red NAS Hard Drives	10/9/2018	SL / N/A	5.0000	1,428.86	100.0000	0.00	0.00	0.00	71.44	71.44
461		2 x Intel NUC NUC6CAYH Mini PC/HTPC	11/21/2018	SL / N/A	5.0000	699.98	100.0000	0.00	0.00	0.00	11.67	11.67
465		2 x 2018 Lenovo Thinkpad N23 Laptops + 2 x ASUS VS228H-P 21.5" LED Monitors +	12/13/2018	SL / N/A	5.0000	1,740.39	100.0000	0.00	0.00	0.00	29.01	29.01
486		4 x Cisco SG300-10PP-K9 10 Port GB PoE+ Managed Switches	9/11/2018	SL / N/A	5.0000	919.96	100.0000	0.00	0.00	0.00	61.33	61.33
Subtotal: Computers & Equipment						86,626.02		0.00		0.00	14,415.31	28,461.79
Less dispositions and exchanges:						0.00		0.00		0.00	0.00	0.00
Net for: Computers & Equipment						86,626.02		0.00		0.00	14,415.31	28,461.79

Furniture and Fixtures												
10		Dan Bed	11/2/2013	SL / N/A	7.0000	735.01	100.0000	0.00	0.00	437.50	105.00	542.50
11		Chrome Shelving	11/23/2013	SL / N/A	7.0000	922.43	100.0000	0.00	0.00	538.10	131.78	669.88

Sorted: General - category

Financial

System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Bus./ Inv. %	Sec. 179/ Bonus/ (Cur. Yr. Only)	Salvage/ Basis Adj.	Beg. Accum. Depreciation/ (Sec. 179)	Current Depreciation	Total Depreciation/ (Sec. 179)
Furniture and Fixtures												
12		Dan Mattress	12/20/2013	SL / N/A	7.0000	465.45	100.0000	0.00	0.00	265.96	66.49	332.45
25		Office Chairs	5/1/2017	SL / N/A	7.0000	649.50	100.0000	0.00	0.00	61.86	92.79	154.65
34		IP Phone System	5/11/2017	SL / N/A	7.0000	2,996.66	100.0000	0.00	0.00	285.39	428.09	713.48
36		Racking from Shoppas Material Handling	6/19/2017	SL / N/A	7.0000	20,989.68	100.0000	0.00	0.00	1,499.27	2,998.53	4,497.80
122		3 L-Shaped Desk, 1 Single Desk, 4 Task Chairs	12/10/2013	SL / N/A	7.0000	2,102.13	100.0000	0.00	0.00	1,226.22	300.30	1,526.52
129		12" Office Laminator	11/26/2013	SL / N/A	5.0000	221.96	100.0000	0.00	0.00	181.26	40.70	221.96
130		Chrome Shelving	12/23/2013	SL / N/A	7.0000	324.66	100.0000	0.00	0.00	185.52	46.38	231.90
133		Furnishings	1/1/2013	SL / N/A	7.0000	4,158.31	100.0000	0.00	0.00	2,970.20	594.04	3,564.24
149		WASP Barcode	10/4/2013	SL / N/A	5.0000	109.30	100.0000	0.00	0.00	92.91	16.39	109.30
151		Vacuum Sealer	10/17/2013	SL / N/A	5.0000	799.00	100.0000	0.00	0.00	665.83	133.17	799.00
160		INV M48638-01 addit balance	10/19/2017	SL / N/A	5.0000	3,020.77	100.0000	0.00	0.00	100.69	604.15	704.84
188		Painting from Judy Wagner	5/25/2017	SL / N/A	7.0000	5,000.00	100.0000	0.00	0.00	416.67	714.29	1,130.96
192		Cargo Net for Van	10/24/2013	SL / N/A	5.0000	168.75	100.0000	0.00	0.00	140.63	28.12	168.75
299		Furnishings for Test Kitchen	7/1/2017	SL / N/A	7.0000	1,144.66	100.0000	0.00	0.00	81.76	163.52	245.28
314		Test Kitchen Refrigerator	7/1/2017	SL / N/A	7.0000	1,445.24	100.0000	0.00	0.00	103.23	206.46	309.69
383		8' and 2' Racking	9/10/2018	SL / N/A	7.0000	3,725.75	100.0000	0.00	0.00	0.00	177.42	177.42
400		Waybetter Marketing	8/13/2018	SL / N/A	7.0000	8,171.45	100.0000	0.00	0.00	0.00	486.40	486.40
402		3 x L-Shape Desks 66" x 78", Espresso Finish + Bookcase 66" x 32" x 14" espresso	8/24/2018	SL / N/A	7.0000	1,543.65	100.0000	0.00	0.00	0.00	73.51	73.51
423		8' and 2' Racking	8/31/2018	SL / N/A	7.0000	3,725.75	100.0000	0.00	0.00	0.00	177.42	177.42
438		2 x Offex 40" H Plastic Utility A/V Cart w 3 Large Shelves and Cabinet	10/19/2018	SL / N/A	7.0000	520.44	100.0000	0.00	0.00	0.00	12.39	12.39
Subtotal: Furniture and Fixtures						62,940.55		0.00	0.00	9,253.00	7,597.34	16,850.34
Less dispositions and exchanges:						0.00		0.00	0.00	0.00	0.00	0.00
Net for: Furniture and Fixtures						62,940.55		0.00	0.00	9,253.00	7,597.34	16,850.34

Leasehold Improvements												
19		CIP Building	5/18/2017	SL / N/A	15.0000	21,988.00	100.0000	0.00	0.00	855.09	1,465.87	2,320.96
27		HVAC 1550 RPM 115V Exhaust Fan	1/18/2017	SL / N/A	5.0000	5,870.00	100.0000	0.00	0.00	1,076.17	1,174.00	2,250.17
30		Removed roof over compressor area to set new compressor & install copper air lin	2/1/2017	SL / N/A	15.0000	5,597.56	100.0000	0.00	0.00	342.07	373.17	715.24
46		Build new enclosure room for air compression	2/20/2017	SL / N/A	15.0000	7,730.00	100.0000	0.00	0.00	429.44	515.33	944.77
47		Water tank relocation and stainless steel floor grating	5/1/2017	SL / N/A	15.0000	7,730.95	100.0000	0.00	0.00	343.60	515.40	859.00
48		Roof Steam piping fabrication	5/4/2017	SL / N/A	15.0000	8,865.18	100.0000	0.00	0.00	394.01	591.01	985.02
49		Steam and condensate pipe installation for 3 x 600 gallon kettles + roof pipe	5/15/2017	SL / N/A	15.0000	63,865.00	100.0000	0.00	0.00	2,838.45	4,257.67	7,096.12
50		Mechanical labor with mixer operators on new valve orientation	5/5/2017	SL / N/A	15.0000	6,447.25	100.0000	0.00	0.00	286.55	429.82	716.37
51		Warehouse - New 15 x 15 work area painting	5/30/2017	SL / N/A	7.0000	400.00	100.0000	0.00	0.00	33.33	57.14	90.47
52		Condensate lines/relocate stem trap	6/14/2017	SL / N/A	15.0000	5,710.00	100.0000	0.00	0.00	222.06	380.67	602.73
60		Kitchen Roof Steam Piping	3/22/2017	SL / N/A	15.0000	35,191.49	100.0000	0.00	0.00	1,759.57	2,346.10	4,105.67
74		120ft hallway, Construction of conference room, Hard ceiling for storage	3/20/2017	SL / N/A	15.0000	19,421.12	100.0000	0.00	0.00	971.06	1,294.74	2,265.80
75		7.5 ton carrier ac installed + electrical and gas for production area	5/16/2017	SL / N/A	15.0000	8,750.00	100.0000	0.00	0.00	388.89	583.33	972.22
76		2 x 12 TON CARRIER AC UNITS + electrical & gas for Warehouse	5/8/2017	SL / N/A	15.0000	30,900.00	100.0000	0.00	0.00	1,373.33	2,060.00	3,433.33
77		Warehouse Remodel - Painting	5/8/2017	SL / N/A	7.0000	5,250.00	100.0000	0.00	0.00	500.00	750.00	1,250.00
78		New electrical circuits for new packaging area	7/3/2017	SL / N/A	15.0000	735.18	100.0000	0.00	0.00	24.51	49.01	73.52
82		Roof Flashing	7/3/2017	SL / N/A	15.0000	3,693.40	100.0000	0.00	0.00	123.12	246.23	369.35
83		Roll up door and opening for conveyor	7/3/2017	SL / N/A	15.0000	4,420.49	100.0000	0.00	0.00	147.35	294.70	442.05
84		Electrical for new exhaust and make up air	7/3/2017	SL / N/A	15.0000	2,817.55	100.0000	0.00	0.00	93.92	187.84	281.76

System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Bus./ Inv. %	Sec. 179/ Bonus/ (Cur. Yr. Only)	Salvage/ Basis Adj.	Beg. Accum. Depreciation/ (Sec. 179)	Current Depreciation	Total Depreciation/ (Sec. 179)
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Leasehold Improvements											
87	New Warehouse - 3 offices	4/27/2017	SL / N/A	15.0000	17,880.65	100.0000	0.00	0.00	794.69	1,192.04	1,986.73
88	Raise and rebuild ceiling in back kitchen	5/15/2017	SL / N/A	15.0000	1,600.00	100.0000	0.00	0.00	71.11	106.67	177.78
89	Lighting ordered by Alfredo	5/17/2017	SL / N/A	7.0000	4,319.18	100.0000	0.00	0.00	359.93	617.03	976.96
90	Painting of hallway and 2 Offices	3/21/2017	SL / N/A	7.0000	1,423.83	100.0000	0.00	0.00	152.55	203.40	355.95
91	Warehouse - Build new 15 x 15 work area + new door	5/30/2017	SL / N/A	15.0000	1,750.00	100.0000	0.00	0.00	68.06	116.67	184.73
92	High voltage 460 panel installed in new packaging room tied to main switchgear	6/18/2017	SL / N/A	15.0000	6,500.00	100.0000	0.00	0.00	216.67	433.33	650.00
94	Framing work for back kitchen	6/19/2017	SL / N/A	15.0000	2,385.00	100.0000	0.00	0.00	79.50	159.00	238.50
95	Plumbing and air line for CIP	6/21/2017	SL / N/A	15.0000	1,595.68	100.0000	0.00	0.00	53.19	106.38	159.57
96	New 120/240 elec panel	6/25/2017	SL / N/A	15.0000	6,128.00	100.0000	0.00	0.00	204.27	408.53	612.80
102	Steam Project	5/3/2017	SL / N/A	15.0000	1,923.69	100.0000	0.00	0.00	85.50	128.25	213.75
105	Construction on new Production Area	5/16/2017	SL / N/A	15.0000	29,295.63	100.0000	0.00	0.00	1,302.03	1,953.04	3,255.07
106	Exhaust fan for cooling table	7/1/2017	SL / N/A	15.0000	4,538.00	100.0000	0.00	0.00	151.27	302.53	453.80
107	Electrical work for new packaging area	7/12/2017	SL / N/A	15.0000	2,749.52	100.0000	0.00	0.00	91.65	183.30	274.95
109	Project Services Group Engineering	3/17/2017	SL / N/A	15.0000	12,009.00	100.0000	0.00	0.00	600.45	800.60	1,401.05
115	Dock Shelter	6/27/2017	SL / N/A	15.0000	7,149.91	100.0000	0.00	0.00	238.33	476.66	714.99
117	AC Work	6/27/2017	SL / N/A	15.0000	12,905.00	100.0000	0.00	0.00	430.17	860.33	1,290.50
118	Replaced compressor	7/1/2017	SL / N/A	15.0000	6,400.00	100.0000	0.00	0.00	213.34	426.67	640.01
119	Maverick INV S2151671.010	7/1/2017	SL / N/A	15.0000	22,004.39	100.0000	0.00	0.00	733.48	1,466.96	2,200.44
120	Improvements	12/21/2017	SL / N/A	15.0000	109,913.39	100.0000	0.00	0.00	0.00	7,327.56	7,327.56
123	Construction Materials	7/10/2017	SL / N/A	15.0000	3,352.83	100.0000	0.00	0.00	111.76	223.52	335.28
124	Installed new 2" Stainless Steel condensate Line from new Production Room to c	7/12/2017	SL / N/A	15.0000	4,977.50	100.0000	0.00	0.00	165.92	331.83	497.75
125	Installed 1" Carbon Steel Steam Piping Supply on Roof to new location of Steam	7/13/2017	SL / N/A	15.0000	3,835.00	100.0000	0.00	0.00	127.84	255.67	383.51
128	Installation of RO Water to Mixers 1-6. Had materials ordered from Stuart Hose	7/21/2017	SL / N/A	15.0000	4,195.00	100.0000	0.00	0.00	116.53	279.67	396.20
134	Maverick Inv 107813 Framing/crane rental	8/13/2017	SL / N/A	15.0000	7,020.41	100.0000	0.00	0.00	195.01	468.03	663.04
135	New electrical for Cooling table & exhaust	8/15/2017	SL / N/A	5.0000	3,285.16	100.0000	0.00	0.00	273.76	657.03	930.79
136	10' x 6' Roll Up Door + 10' x 5' Roll Up Door	8/17/2017	SL / N/A	15.0000	3,100.00	100.0000	0.00	0.00	68.89	206.67	275.56
138	Installed new Stainless Steel piping to re-located steam tunnel + New condensor	8/21/2017	SL / N/A	15.0000	8,608.50	100.0000	0.00	0.00	191.30	573.90	765.20
142	Materials and installation of 300 Gallon Kettles and condensate return line	9/12/2017	SL / N/A	15.0000	11,220.00	100.0000	0.00	0.00	249.33	748.00	997.33
147	Welded and fabricated transfer pipes for manifold. Ran piping for 4 kettles, ran	9/25/2017	SL / N/A	15.0000	13,728.79	100.0000	0.00	0.00	228.81	915.25	1,144.06
148	10 x 14 Slab (extra thickness 8 inches)	10/1/2017	SL / N/A	15.0000	3,413.16	100.0000	0.00	0.00	56.89	227.54	284.43
150	Completed Chill Water PVC piping inside production building	10/1/2017	SL / N/A	15.0000	2,325.00	100.0000	0.00	0.00	38.75	155.00	193.75
152	Kettle Automation Project	10/1/2017	SL / N/A	15.0000	36,221.00	100.0000	0.00	0.00	603.68	2,414.73	3,018.41
153	Wall modification for conveyor install	10/2/2017	SL / N/A	5.0000	1,064.63	100.0000	0.00	0.00	53.23	212.93	266.16
155	Build and install plenum box for cooling table exhaust	10/3/2017	SL / N/A	5.0000	3,839.13	100.0000	0.00	0.00	191.96	767.83	959.79
156	Install 3" PVC chillwater lines outside production building	10/8/2017	SL / N/A	5.0000	2,105.00	100.0000	0.00	0.00	105.25	421.00	526.25
157	Warehouse - 10 x LED Output Lights	10/12/2017	SL / N/A	15.0000	5,178.02	100.0000	0.00	0.00	86.30	345.20	431.50
158	Plumbing for Test Kitchen	10/18/2017	SL / N/A	5.0000	1,165.58	100.0000	0.00	0.00	38.85	233.12	271.97
162	Packaging Area - Door #1 for forklift entrance (6' x 10' Roll Up Door)	6/25/2017	SL / N/A	15.0000	2,260.00	100.0000	0.00	0.00	75.34	150.67	226.01
167	INV 1004	11/10/2017	SL / N/A	15.0000	28,006.08	100.0000	0.00	0.00	311.18	1,867.07	2,178.25
169	Installation of Chill Water piping to new Cooling Tank & Heat Exchanger	11/14/2017	SL / N/A	5.0000	8,117.50	100.0000	0.00	0.00	270.58	1,623.50	1,894.08
173	Intallation of 1" PVC City Water Piping to Cooling Tower in Boiler Room	12/1/2017	SL / N/A	5.0000	1,865.00	100.0000	0.00	0.00	31.08	373.00	404.08
176	INV 1022	12/11/2017	SL / N/A	15.0000	2,174.84	100.0000	0.00	0.00	12.08	144.99	157.07
177	INV 1024	12/11/2017	SL / N/A	15.0000	2,257.71	100.0000	0.00	0.00	12.54	150.51	163.05
178	INV 1023	12/11/2017	SL / N/A	15.0000	5,263.39	100.0000	0.00	0.00	29.24	350.89	380.13
179	Floor sealer, paint and prep supplies + labor	12/16/2017	SL / N/A	7.0000	1,783.38	100.0000	0.00	0.00	21.23	254.77	276.00

System No.	Description	Date of Service	Method of Conv.	Initial Basis	Cost	Other Basis	Estimated Depreciation (Cur. Yr. Only)	Estimated Depreciation (Sec. 179)	Estimated Depreciation (Sec. 179)	Estimated Depreciation (Sec. 179)	Estimated Depreciation (Sec. 179)	Total Depreciation (Sec. 179)
Leasehold Improvements												
183	Vent Stack and Support Railings for Cooling Table; SS Shroud for remote condens	8/17/2017	SL / N/A	5.0000	1,875.98	100.0000	0.00	0.00	125.07		375.20	500.27
184	Warehouse - Gas heater installation	12/29/2017	SL / N/A	5.0000	713.35	100.0000	0.00	0.00	0.00		142.67	142.67
185	Packaging Area - Door #2 for Conveyor Exit (5' x 10' Roll Up Door)	6/25/2017	SL / N/A	15.0000	2,950.00	100.0000	0.00	0.00	98.34		196.67	295.01
186	INV 1030	12/29/2017	SL / N/A	15.0000	7,003.04	100.0000	0.00	0.00	0.00		466.87	466.87
189	New Security System for additional area	11/9/2017	SL / N/A	5.0000	2,788.22	100.0000	0.00	0.00	92.94		557.64	650.58
257	AC unit for back kitchen. Install 10 ton unit	6/16/2016	SL / N/A	15.0000	11,190.00	100.0000	0.00	0.00	1,119.00		746.00	1,865.00
259	Framing materials/materials to finish warehouse	10/3/2016	SL / N/A	15.0000	6,117.32	100.0000	0.00	0.00	509.78		407.82	917.60
260	Build enclosure at new warehouse; maintenance doors repair	10/4/2016	SL / N/A	15.0000	4,800.00	100.0000	0.00	0.00	400.00		320.00	720.00
262	New concrete ramp/gutters for outside buildings	11/18/2016	SL / N/A	15.0000	9,375.00	100.0000	0.00	0.00	677.08		625.00	1,302.08
295	Warehouse Remodel	5/8/2017	SL / N/A	15.0000	24,250.00	100.0000	0.00	0.00	1,077.78		1,616.67	2,694.45
300	Switzer Avenue - Plumbing Improvements	7/1/2017	SL / N/A	15.0000	143,972.05	100.0000	0.00	0.00	4,799.07		9,598.14	14,397.21
301	Switzer Avenue - HVAC	7/1/2017	SL / N/A	15.0000	57,554.11	100.0000	0.00	0.00	1,918.47		3,836.94	5,755.41
302	Switzer Avenue - Painting Improvements	7/1/2017	SL / N/A	7.0000	4,904.30	100.0000	0.00	0.00	350.31		700.61	1,050.92
303	Switzer Avenue - Electrical Improvements	7/1/2017	SL / N/A	15.0000	5,930.28	100.0000	0.00	0.00	197.68		395.35	593.03
304	Switzer Avenue - Installation of Fire System	7/1/2017	SL / N/A	15.0000	750.39	100.0000	0.00	0.00	25.02		50.03	75.05
305	Switzer Avenue - Building Improvements	7/1/2017	SL / N/A	15.0000	46,645.53	100.0000	0.00	0.00	1,554.85		3,109.70	4,664.55
306	Security System	7/1/2017	SL / N/A	5.0000	2,330.43	100.0000	0.00	0.00	233.05		466.09	699.14
307	Test Kitchen Sinks	7/1/2017	SL / N/A	15.0000	489.53	100.0000	0.00	0.00	16.32		32.64	48.96
308	Purchase & Installation of Vent A Hoods for Test Kitchen	7/1/2017	SL / N/A	15.0000	11,877.23	100.0000	0.00	0.00	395.91		791.82	1,187.73
309	Test Kitchen Stainless Steel Tables, Oven and Refrigerator Displays	7/1/2017	SL / N/A	7.0000	13,880.00	100.0000	0.00	0.00	991.43		1,982.86	2,974.29
316	Test Kitchen Granite Countertops	7/1/2017	SL / N/A	7.0000	2,832.71	100.0000	0.00	0.00	202.34		404.67	607.01
317	Test Kitchen HVAC	7/1/2017	SL / N/A	15.0000	11,648.02	100.0000	0.00	0.00	388.27		776.53	1,164.80
318	Test Kitchen Backsplash	7/1/2017	SL / N/A	7.0000	447.98	100.0000	0.00	0.00	32.00		64.00	96.00
323	Test Kitchen Cabinets	7/1/2017	SL / N/A	15.0000	6,720.00	100.0000	0.00	0.00	224.00		448.00	672.00
325	Packaging Area - Insulate A/C ducts	6/25/2017	SL / N/A	15.0000	1,155.00	100.0000	0.00	0.00	38.50		77.00	115.50
326	Packaging Area - Install Exhaust Stack for Cooling Table	6/25/2017	SL / N/A	5.0000	850.00	100.0000	0.00	0.00	85.00		170.00	255.00
327	Sink and Faucet for lab	9/19/2017	SL / N/A	15.0000	678.00	100.0000	0.00	0.00	11.30		45.20	56.50
328	Flooring for Lab	9/19/2017	SL / N/A	7.0000	948.50	100.0000	0.00	0.00	33.88		135.50	169.38
329	Flooring for Hallway	9/19/2017	SL / N/A	7.0000	2,050.00	100.0000	0.00	0.00	73.22		292.86	366.08
330	2500 CFM Variable Speed Exhaust Fan for Cooling Table	9/19/2017	SL / N/A	5.0000	1,783.00	100.0000	0.00	0.00	89.15		356.60	445.75
331	Demo wall for new space access	10/18/2017	SL / N/A	15.0000	1,150.00	100.0000	0.00	0.00	12.78		76.67	89.45
332	Warehouse - new entry door	10/18/2017	SL / N/A	5.0000	755.28	100.0000	0.00	0.00	25.18		151.06	176.24
333	Warehouse - Paint, caulk, ceiling tiles, wall base trim, weatherstripping	12/20/2017	SL / N/A	15.0000	3,394.58	100.0000	0.00	0.00	0.00		226.31	226.31
334	Cooling table & exhaust - 7 x LED Lights	8/15/2017	SL / N/A	15.0000	2,275.00	100.0000	0.00	0.00	63.20		151.67	214.87
335	200 extra ceiling tiles for later use and to redo office tiles	10/2/2017	SL / N/A	15.0000	1,200.00	100.0000	0.00	0.00	20.00		80.00	100.00
337	Employee Hallway - epoxy floor	1/7/2018	SL / N/A	39.0000	2,339.61	100.0000	0.00	0.00	0.00		59.99	59.99
338	5 new trench drains & 18 new SS drain grates	1/7/2018	SL / N/A	39.0000	9,310.93	100.0000	0.00	0.00	0.00		238.74	238.74
342	New Spice Room	2/1/2018	SL / N/A	39.0000	23,720.88	100.0000	0.00	0.00	0.00		557.54	557.54
343	New Spice Room - 3 ton AC + HEPA Filtration System + related electrical & plumbi	2/1/2018	SL / N/A	39.0000	10,800.00	100.0000	0.00	0.00	0.00		253.84	253.84
344	New Spice Room - Painting	2/1/2018	SL / N/A	39.0000	1,500.00	100.0000	0.00	0.00	0.00		35.26	35.26
345	New Spice Room - Expansion	2/28/2018	SL / N/A	39.0000	15,115.10	100.0000	0.00	0.00	0.00		322.97	322.97
347	Miscellaneous Painting	2/14/2018	SL / N/A	39.0000	1,384.11	100.0000	0.00	0.00	0.00		32.53	32.53
351	Installation of S-420 Dock Shelter on an EOD next to ramp door	2/14/2018	SL / N/A	39.0000	4,297.53	100.0000	0.00	0.00	0.00		101.01	101.01
354	Stainless Steel Hood for Cooling Table Fans	3/12/2018	SL / N/A	39.0000	1,758.38	100.0000	0.00	0.00	0.00		37.57	37.57
355	REMODEL Spice Room	3/18/2018	SL / N/A	39.0000	4,037.48	100.0000	0.00	0.00	0.00		77.65	77.65

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Machinery and Equipment

7	Equipment	7/30/2015	SL / N/A	5.0000	1,799.80	100.0000	0.00	0.00	869.90	359.96	1,229.86
8	Kettle Purchase	12/9/2015	SL / N/A	5.0000	11,000.00	100.0000	0.00	0.00	4,583.33	2,200.00	6,783.33
13	Vent A Hood	9/28/2016	SL / N/A	5.0000	5,500.00	100.0000	0.00	0.00	1,375.00	1,100.00	2,475.00
14	TRANE- 10 ton gas package unit 230 3 phase	4/22/2016	SL / N/A	5.0000	17,531.18	100.0000	0.00	0.00	5,843.73	3,506.24	9,349.97
15	PAL salt meter ; pal 3 digital refractometer	7/29/2016	SL / N/A	5.0000	2,356.72	100.0000	0.00	0.00	667.73	471.34	1,139.07
16	Certified pre owned Lee 600 gallon kettle	2/3/2017	SL / N/A	5.0000	14,779.00	100.0000	0.00	0.00	2,709.48	2,955.80	5,665.28
20	Fabricated frames for (2) 300 gallon kettles, variable frequency drives & instal	7/12/2016	SL / N/A	7.0000	84,581.30	100.0000	0.00	0.00	18,124.56	12,083.04	30,207.60
21	2 x 30HP Condensors - installation of condensors, refrigerant lines and variable	7/5/2016	SL / N/A	7.0000	45,976.25	100.0000	0.00	0.00	9,852.06	6,568.04	16,420.10
26	Rot Impeller	8/5/2016	SL / N/A	7.0000	4,494.19	100.0000	0.00	0.00	909.54	642.03	1,551.57
28	Food grade film 20.60 x 5 mil	1/18/2017	SL / N/A	5.0000	6,775.00	100.0000	0.00	0.00	1,242.08	1,355.00	2,597.08
29	50 HP compressor	1/28/2017	SL / N/A	5.0000	4,686.50	100.0000	0.00	0.00	859.19	937.30	1,796.49
31	Vertical Drum Pourer 106"	2/10/2017	SL / N/A	5.0000	23,391.00	100.0000	0.00	0.00	4,288.35	4,678.20	8,966.55
32	90 degree hood vents	3/1/2017	SL / N/A	5.0000	14,184.00	100.0000	0.00	0.00	2,364.00	2,836.80	5,200.80
33	Hood Vents	5/17/2017	SL / N/A	5.0000	2,556.00	100.0000	0.00	0.00	298.20	511.20	809.40
35	ST600 Index Label Applicator	6/23/2017	SL / N/A	5.0000	6,307.50	100.0000	0.00	0.00	630.75	1,261.50	1,892.25
37	Volumetric two head piston filler	5/24/2017	SL / N/A	5.0000	16,500.00	100.0000	0.00	0.00	1,925.00	3,300.00	5,225.00
38	2646 Scissor Lift	3/24/2017	SL / N/A	5.0000	8,678.07	100.0000	0.00	0.00	1,301.71	1,735.61	3,037.32
39	Long Stainless Bottle Cooling Tunnel	3/28/2017	SL / N/A	5.0000	43,500.00	100.0000	0.00	0.00	6,525.00	8,700.00	15,225.00
40	3 x tank CIP system	4/17/2017	SL / N/A	5.0000	21,577.50	100.0000	0.00	0.00	2,877.00	4,315.50	7,192.50
41	Standard Emulsor Head	6/12/2017	SL / N/A	5.0000	1,990.00	100.0000	0.00	0.00	232.17	398.00	630.17
42	500LS Inline Mixer + Spares	6/12/2017	SL / N/A	5.0000	7,310.00	100.0000	0.00	0.00	852.83	1,462.00	2,314.83
43	GDD30 Batch mixer	2/23/2017	SL / N/A	5.0000	43,185.00	100.0000	0.00	0.00	7,197.50	8,637.00	15,834.50
44	500ls inline mixer	3/16/2017	SL / N/A	5.0000	46,880.00	100.0000	0.00	0.00	7,813.33	9,376.00	17,189.33
45	Head SLDH - 450sl and Rotor 450sl	5/8/2017	SL / N/A	5.0000	9,523.00	100.0000	0.00	0.00	1,269.73	1,904.60	3,174.33
53	Goulds Model Stainless Steel Pump	5/3/2017	SL / N/A	5.0000	4,393.00	100.0000	0.00	0.00	585.73	878.60	1,464.33
54	Mixer Controls	3/22/2017	SL / N/A	5.0000	25,740.00	100.0000	0.00	0.00	3,861.00	5,148.00	9,009.00
55	Tri Clamp Spool frame	5/3/2017	SL / N/A	5.0000	1,535.00	100.0000	0.00	0.00	204.67	307.00	511.67
56	Tri Clamp Spool Frame	5/17/2017	SL / N/A	5.0000	6,500.00	100.0000	0.00	0.00	758.33	1,300.00	2,058.33
57	Bottle Lowerator	3/23/2017	SL / N/A	5.0000	41,105.00	100.0000	0.00	0.00	6,165.75	8,221.00	14,386.75
58	C Valves	3/14/2017	SL / N/A	5.0000	23,660.00	100.0000	0.00	0.00	3,943.33	4,732.00	8,675.33
59	Axon EZ300 Sleever w AXON Heat Tunnel	2/23/2017	SL / N/A	5.0000	21,500.00	100.0000	0.00	0.00	3,583.33	4,300.00	7,883.33
61	Aegis MS 4' x 4' 5000lb Steel Scale	7/20/2017	SL / N/A	5.0000	4,576.80	100.0000	0.00	0.00	381.40	915.36	1,296.76
62	Exhaust fan Cube 3600	3/20/2017	SL / N/A	5.0000	8,012.00	100.0000	0.00	0.00	1,201.80	1,602.40	2,804.20
63	Grippers for the c'packer robot	7/11/2017	SL / N/A	5.0000	19,950.00	100.0000	0.00	0.00	1,995.00	3,990.00	5,985.00
64	AC condenser	5/16/2017	SL / N/A	5.0000	8,768.25	100.0000	0.00	0.00	1,169.10	1,753.65	2,922.75
65	re5 HP San WLMO prograde	3/16/2017	SL / N/A	5.0000	7,002.32	100.0000	0.00	0.00	1,167.05	1,400.46	2,567.51
66	Product catch basin;cabin style machine guards; AB inverter drive system	2/6/2017	SL / N/A	5.0000	280,770.00	100.0000	0.00	0.00	51,474.50	56,154.00	107,628.50
67	Watson 1' Float and thermostatic steam trap set	2/24/2017	SL / N/A	5.0000	21,294.32	100.0000	0.00	0.00	3,549.05	4,258.86	7,807.91
68	Argopack 80 PRO and top and bottom tapers	3/20/2017	SL / N/A	5.0000	65,900.00	100.0000	0.00	0.00	9,885.00	13,180.00	23,065.00
69	Argopack Pallitizers	5/16/2017	SL / N/A	5.0000	85,320.00	100.0000	0.00	0.00	11,376.00	17,064.00	28,440.00
70	Durable RM32A Top Case Taper Sealer w Powered Belts	12/18/2017	SL / N/A	5.0000	1,000.00	100.0000	0.00	0.00	0.00	200.00	200.00
71	Brawn Mixer	3/22/2017	SL / N/A	5.0000	8,254.00	100.0000	0.00	0.00	1,238.10	1,650.80	2,888.90
72	PLC Motor Panel	6/19/2017	SL / N/A	5.0000	36,274.00	100.0000	0.00	0.00	3,627.40	7,254.80	10,882.20
73	GPI G2 Turbine Flow Meter	4/1/2017	SL / N/A	5.0000	2,848.00	100.0000	0.00	0.00	427.20	569.60	996.80
79	New Walls 11035 Switzer	4/17/2017	SL / N/A	15.0000	4,939.45	100.0000	0.00	0.00	219.53	329.30	548.83

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Machinery and Equipment											
85	Mettler Toledo Upgrade	4/24/2017	SL / N/A	5.0000	6,165.00	100.0000	0.00	0.00	822.00	1,233.00	2,055.00
86	Upgrade for FVK Model Number belt weigh	6/14/2017	SL / N/A	5.0000	6,519.41	100.0000	0.00	0.00	760.60	1,303.88	2,064.48
93	Argopack Equipment	7/24/2017	SL / N/A	5.0000	26,554.00	100.0000	0.00	0.00	2,212.83	5,310.80	7,523.63
97	Argopack 5056	8/29/2017	SL / N/A	5.0000	14,504.00	100.0000	0.00	0.00	966.93	2,900.80	3,867.73
98	Bottle Elevator	3/23/2017	SL / N/A	5.0000	41,105.00	100.0000	0.00	0.00	6,165.75	8,221.00	14,386.75
99	Greenheck Model IGX 1000	3/23/2017	SL / N/A	5.0000	21,420.11	100.0000	0.00	0.00	3,213.02	4,284.02	7,497.04
100	Hot Sauce Cup Filling & Sealing Machine	6/22/2017	SL / N/A	5.0000	15,000.00	100.0000	0.00	0.00	1,500.00	3,000.00	4,500.00
101	Best Restaurant Solutions	8/18/2017	SL / N/A	5.0000	15,183.56	100.0000	0.00	0.00	1,012.24	3,036.71	4,048.95
103	Kitchen Controls Project - Kettle Controls	5/11/2017	SL / N/A	5.0000	9,382.80	100.0000	0.00	0.00	1,251.04	1,876.56	3,127.60
104	Waukesha, Positive Displacement Pump, Model 130-U1	7/26/2017	SL / N/A	5.0000	11,674.00	100.0000	0.00	0.00	972.83	2,334.80	3,307.63
108	8 Ton Air-Cooled Chiller	7/26/2017	SL / N/A	5.0000	7,795.00	100.0000	0.00	0.00	649.58	1,559.00	2,208.58
110	Equipment	3/3/2017	SL / N/A	5.0000	10,000.00	100.0000	0.00	0.00	1,666.67	2,000.00	3,666.67
111	Surekap 6 Quill Inline Bottle Capper	3/28/2017	SL / N/A	5.0000	17,250.00	100.0000	0.00	0.00	2,587.50	3,450.00	6,037.50
112	Long stainless bottle cooling tunnel	5/5/2017	SL / N/A	5.0000	68,500.00	100.0000	0.00	0.00	9,133.33	13,700.00	22,833.33
113	Upgrade Chilling Tank - Pre chiller	3/24/2017	SL / N/A	5.0000	25,000.00	100.0000	0.00	0.00	3,750.00	5,000.00	8,750.00
114	Equipment	7/1/2017	SL / N/A	5.0000	236,880.00	100.0000	0.00	0.00	23,688.00	47,376.00	71,064.00
121	Locking lever	7/5/2017	SL / N/A	5.0000	1,765.26	100.0000	0.00	0.00	176.53	353.05	529.58
126	Bartos Greenheck IGX-118-H3 (add'l)	7/14/2017	SL / N/A	5.0000	2,627.63	100.0000	0.00	0.00	262.77	525.53	788.30
127	Lantech Q1000 Pallet Stretch Wrapper with Conveyors	7/17/2017	SL / N/A	5.0000	17,578.75	100.0000	0.00	0.00	1,464.90	3,515.75	4,980.65
131	Installation of LPS Laner 1706109	8/2/2017	SL / N/A	5.0000	1,942.01	100.0000	0.00	0.00	161.83	388.40	550.23
132	Waukesha Positive Displacement Pump, Model 130-U1 with S.S. tubular base	8/7/2017	SL / N/A	5.0000	7,756.86	100.0000	0.00	0.00	646.40	1,551.37	2,197.77
137	Inv 39320	12/1/2017	SL / N/A	5.0000	3,823.57	100.0000	0.00	0.00	63.73	764.71	828.44
139	12' x 14' Long Incline Food Conveyer	8/30/2017	SL / N/A	5.0000	2,750.00	100.0000	0.00	0.00	183.33	550.00	733.33
140	15 Ton Air Chiller + Transformer	9/1/2017	SL / N/A	5.0000	16,100.47	100.0000	0.00	0.00	1,073.36	3,220.09	4,293.45
141	Travel and Labor on installation & training of Checkweigher	9/7/2017	SL / N/A	5.0000	5,664.50	100.0000	0.00	0.00	377.63	1,132.90	1,510.53
143	Equipment	10/31/2012	SL / N/A	5.0000	866.00	100.0000	0.00	0.00	866.00	0.00	866.00
144	2,200 lb Electric Walkie Straddle Stacker	9/19/2017	SL / N/A	5.0000	7,485.49	100.0000	0.00	0.00	374.28	1,497.10	1,871.38
145	Lewco Right Angle Chain Transfer Conveyor	9/20/2017	SL / N/A	5.0000	10,703.44	100.0000	0.00	0.00	535.17	2,140.69	2,675.86
146	INV 9.20.17 argopack 80	9/20/2017	SL / N/A	5.0000	22,973.05	100.0000	0.00	0.00	1,148.65	4,594.61	5,743.26
154	INV 47028 Mach Equip	10/3/2017	SL / N/A	5.0000	2,950.00	100.0000	0.00	0.00	147.50	590.00	737.50
159	275 Gallon Tote Propylene Glycol	10/18/2017	SL / N/A	5.0000	6,121.50	100.0000	0.00	0.00	204.05	1,224.30	1,428.35
161	INV 11/1/17 balance of acct	10/27/2017	SL / N/A	5.0000	24,084.00	100.0000	0.00	0.00	802.80	4,816.80	5,619.60
163	DISB Eastsign	10/31/2017	SL / N/A	5.0000	15,000.00	100.0000	0.00	0.00	500.00	3,000.00	3,500.00
164	INV 10/31/17 per kenny	10/31/2017	SL / N/A	5.0000	20,000.00	100.0000	0.00	0.00	666.67	4,000.00	4,666.67
165	INV 11.9.2017 syver cc	11/9/2017	SL / N/A	5.0000	4,818.71	100.0000	0.00	0.00	160.62	963.74	1,124.36
166	INV 11.9.17 per kenny no invoice	11/9/2017	SL / N/A	5.0000	10,000.00	100.0000	0.00	0.00	333.33	2,000.00	2,333.33
168	INV 11.10.2017 berlin syver cc	11/10/2017	SL / N/A	5.0000	10,211.17	100.0000	0.00	0.00	340.37	2,042.23	2,382.60
170	INV 0000058442	11/20/2017	SL / N/A	5.0000	9,946.36	100.0000	0.00	0.00	165.77	1,989.27	2,155.04
171	INV 11.22.17 per kenny no invoice	11/22/2017	SL / N/A	5.0000	10,000.00	100.0000	0.00	0.00	166.67	2,000.00	2,166.67
172	INV 523270	11/28/2017	SL / N/A	5.0000	4,865.44	100.0000	0.00	0.00	81.09	973.09	1,054.18
174	INV 512815	12/1/2017	SL / N/A	5.0000	3,518.73	100.0000	0.00	0.00	58.65	703.75	762.40
175	NEW Argopack 80 PRO + Dekka 22 Tape Heads + Tooling Change Parts	3/20/2017	SL / N/A	5.0000	101,500.00	100.0000	0.00	0.00	15,225.00	20,300.00	35,525.00
180	Little David Loveshaw CF20T Case Erector w Bottom Taper	12/18/2017	SL / N/A	5.0000	10,000.00	100.0000	0.00	0.00	0.00	2,000.00	2,000.00
181	12.20.17 per kenny	12/20/2017	SL / N/A	5.0000	7,500.00	100.0000	0.00	0.00	0.00	1,500.00	1,500.00
182	12.28.17 progress payment	12/28/2017	SL / N/A	5.0000	7,500.00	100.0000	0.00	0.00	0.00	1,500.00	1,500.00

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Machinery and Equipment												
191		Hytrol 16" x 80" Long Powered Case Conveyor	8/30/2017	SL / N/A	5.0000	750.00	100.0000	0.00	0.00	50.00	150.00	200.00
193		S/S drip trays; NPT pipe nipple & pvc cap	10/28/2016	SL / N/A	5.0000	3,823.00	100.0000	0.00	0.00	892.03	764.60	1,656.63
194		Bottle Conveyor	3/23/2017	SL / N/A	5.0000	52,497.00	100.0000	0.00	0.00	7,874.55	10,499.40	18,373.95

195	Deep Fryer Thermometer	11/15/2013	SL / N/A	5.0000	58.35	100.0000	0.00	0.00	48.63	9.72	58.35
196	Juicer	12/30/2013	SL / N/A	5.0000	963.65	100.0000	0.00	0.00	770.92	192.73	963.65
197	S Conveyor	3/23/2017	SL / N/A	5.0000	15,730.00	100.0000	0.00	0.00	2,359.50	3,146.00	5,505.50
200	SILVERSON HIGH SHEAR BATCH MIXER FX60 WITH HYDROLIC STAND, STATOR AND CONTROLLER	3/15/2016	SL / N/A	5.0000	7,000.00	100.0000	0.00	0.00	2,566.67	1,400.00	3,966.67
201	CG600 solid roll up door with motor and key switch	5/25/2016	SL / N/A	15.0000	6,790.00	100.0000	0.00	0.00	716.73	452.67	1,169.40
203	Rooftop Exhaust Unit	11/1/2016	SL / N/A	15.0000	6,790.00	100.0000	0.00	0.00	528.12	452.67	980.79
205	4 x Eyewash Stations	3/11/2016	SL / N/A	5.0000	132.01	100.0000	0.00	0.00	48.40	26.40	74.80
206	Nitrogen Doser	10/20/2016	SL / N/A	5.0000	25,716.39	100.0000	0.00	0.00	6,000.49	5,143.28	11,143.77
207	Production floor lighting	8/4/2016	SL / N/A	7.0000	3,249.22	100.0000	0.00	0.00	657.57	464.17	1,121.74
208	100 Watt led highbay	8/4/2016	SL / N/A	7.0000	3,963.31	100.0000	0.00	0.00	802.10	566.19	1,368.29
210	Boiler room branch circuits	12/28/2016	SL / N/A	15.0000	4,494.60	100.0000	0.00	0.00	299.64	299.64	599.28
211	80HP DONLEE BOILER	5/26/2016	SL / N/A	5.0000	24,075.15	100.0000	0.00	0.00	7,623.80	4,815.03	12,438.83
212	Frain Groen N600 Kettle	12/23/2016	SL / N/A	5.0000	102,232.00	100.0000	0.00	0.00	20,446.40	20,446.40	40,892.80
213	Brawn Mixer Model BGM150	4/25/2016	SL / N/A	5.0000	7,280.00	100.0000	0.00	0.00	2,426.67	1,456.00	3,882.67
214	Replacement shaft/ single o-ring/replacement wing nuts	7/19/2016	SL / N/A	5.0000	2,823.37	100.0000	0.00	0.00	799.95	564.67	1,364.62
215	Waukesha pump	11/22/2016	SL / N/A	5.0000	4,717.96	100.0000	0.00	0.00	1,022.22	943.59	1,965.81
216	Misting Kit	9/8/2016	SL / N/A	5.0000	2,268.52	100.0000	0.00	0.00	604.93	453.70	1,058.63
217	Komatsu Forklift	8/1/2016	SL / N/A	5.0000	12,250.00	100.0000	0.00	0.00	3,470.83	2,450.00	5,920.83
218	Breddo-Likwifier	3/24/2016	SL / N/A	5.0000	10,000.00	100.0000	0.00	0.00	3,500.00	2,000.00	5,500.00
219	Tankless Water Heater	8/22/2016	SL / N/A	15.0000	1,742.42	100.0000	0.00	0.00	154.88	116.16	271.04
220	GP2000 Steam regulator	11/18/2016	SL / N/A	5.0000	1,224.31	100.0000	0.00	0.00	265.26	244.86	510.12
221	DORAN 2200CW Checkweigh Scale (DOR22100CWSP/12);Fairbanks Aegis Drum Scale SS	4/8/2016	SL / N/A	5.0000	12,326.79	100.0000	0.00	0.00	4,314.38	2,465.36	6,779.74
222	Puremax reverse osmosis system includes pretreat, 2500 gallon storage tank	5/16/2016	SL / N/A	5.0000	17,531.25	100.0000	0.00	0.00	5,843.75	3,506.25	9,350.00
223	Boiler softener system	7/27/2016	SL / N/A	15.0000	4,248.93	100.0000	0.00	0.00	401.29	283.26	684.55
224	2 Blender Tables	3/9/2016	SL / N/A	7.0000	2,873.30	100.0000	0.00	0.00	752.53	410.47	1,163.00
225	Two Equipment Stands with Rubber Feet	3/9/2016	SL / N/A	7.0000	1,688.70	100.0000	0.00	0.00	442.27	241.24	683.51
227	Spacing wheel A-161-4; Banner photo eye; material feed rollers; vetical perforat	9/19/2016	SL / N/A	5.0000	2,153.75	100.0000	0.00	0.00	538.44	430.75	969.19
228	Miller Equipment	4/15/2016	SL / N/A	5.0000	9,526.00	100.0000	0.00	0.00	3,334.10	1,905.20	5,239.30
230	Loeb Equipment	4/22/2016	SL / N/A	5.0000	20,000.00	100.0000	0.00	0.00	6,666.67	4,000.00	10,666.67
231	M. Davis Group Equipment	4/25/2016	SL / N/A	5.0000	22,184.00	100.0000	0.00	0.00	7,394.67	4,436.80	11,831.47
232	Harry Davis & Company Equipment from auction	5/12/2016	SL / N/A	5.0000	15,442.00	100.0000	0.00	0.00	5,147.33	3,088.40	8,235.73
233	SL-10 Layflat Mandrel	9/23/2016	SL / N/A	5.0000	13,005.00	100.0000	0.00	0.00	3,251.25	2,601.00	5,852.25
234	Flat Top chain conveyor	10/25/2016	SL / N/A	5.0000	2,750.00	100.0000	0.00	0.00	641.67	550.00	1,191.67
235	Slant top conveyor stainless steel	10/25/2016	SL / N/A	5.0000	2,000.00	100.0000	0.00	0.00	466.67	400.00	866.67
236	Airknife	11/17/2016	SL / N/A	5.0000	5,792.00	100.0000	0.00	0.00	1,254.93	1,158.40	2,413.33
237	Plasma Torch 375 x-treme	11/8/2016	SL / N/A	5.0000	1,492.77	100.0000	0.00	0.00	348.31	298.55	646.86
238	Boiler & Kettle repiping	9/28/2016	SL / N/A	7.0000	20,691.00	100.0000	0.00	0.00	3,694.83	2,955.86	6,650.69
239	80 hp Donlee steam boiler repair/materials	11/28/2016	SL / N/A	5.0000	15,983.00	100.0000	0.00	0.00	3,462.98	3,196.60	6,659.58
240	Pump equipment and supplies	12/21/2016	SL / N/A	5.0000	4,988.85	100.0000	0.00	0.00	997.77	997.77	1,995.54
241	HP23-AW-14 14 mm Portable Water Activity Set	7/29/2016	SL / N/A	5.0000	4,895.41	100.0000	0.00	0.00	1,387.03	979.08	2,366.11
245	Vistus metal detector	12/24/2016	SL / N/A	5.0000	2,769.60	100.0000	0.00	0.00	553.92	553.92	1,107.84
246	Conveyor IRB with alert light	12/24/2016	SL / N/A	5.0000	2,830.40	100.0000	0.00	0.00	566.08	566.08	1,132.16

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System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Bus./ Inv. %	Sec. 179/ Bonus/ (Cur. Yr. Only)	Salvage/ Basis Adj.	Beg. Accum. Depreciation/ (Sec. 179)	Current Depreciation	Total Depreciation/ (Sec. 179)
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Machinery and Equipment

247		72 bays used pallet rack 98x42x144 with beams	9/14/2016	SL / N/A	5.0000	8,530.10	100.0000	0.00	0.00	2,274.69	1,706.02	3,980.71
248		Spares for FX60 Batch Mixer	9/21/2016	SL / N/A	5.0000	4,830.00	100.0000	0.00	0.00	1,207.50	966.00	2,173.50
249		Soup Dispensing Unit	1/20/2016	SL / N/A	5.0000	1,197.44	100.0000	0.00	0.00	459.02	239.49	698.51
251		Malden Iron and Metals	6/7/2016	SL / N/A	15.0000	750.00	100.0000	0.00	0.00	79.17	50.00	129.17
252		Tucs 3 lane linear chiller/ Inlet conveyor	10/29/2016	SL / N/A	5.0000	232,628.00	100.0000	0.00	0.00	54,279.87	46,525.60	100,805.47

253	Cherry 1000 gallon stainless steel jacketed process vessel	10/20/2016	SL / N/A	5.0000	9,326.00	100.0000	0.00	0.00	2,176.07	1,865.20	4,041.27
254	Check weigher	10/20/2016	SL / N/A	5.0000	9,326.00	100.0000	0.00	0.00	2,176.07	1,865.20	4,041.27
255	Water chiller (air cooled HVAC)	9/7/2016	SL / N/A	5.0000	1,200.00	100.0000	0.00	0.00	320.00	240.00	560.00
256	Stainless steel conveyORIZED metal detector; stainless steel air operated sanita	10/21/2016	SL / N/A	5.0000	19,000.00	100.0000	0.00	0.00	4,433.33	3,800.00	8,233.33
258	French drains and gravel for boiler area; Cover 366 sq. feet	8/21/2016	SL / N/A	15.0000	8,155.00	100.0000	0.00	0.00	724.89	543.67	1,268.56
261	Wall construction materials	9/13/2016	SL / N/A	15.0000	4,995.37	100.0000	0.00	0.00	444.03	333.02	777.05
263	(3) Alliance conveyor	8/25/2016	SL / N/A	5.0000	9,000.00	100.0000	0.00	0.00	2,400.00	1,800.00	4,200.00
264	Z style cleaeted incline food conveyor	9/28/2016	SL / N/A	5.0000	2,000.00	100.0000	0.00	0.00	500.00	400.00	900.00
265	2 x 90 degree curves/conveyors	9/28/2016	SL / N/A	5.0000	6,680.00	100.0000	0.00	0.00	1,670.00	1,336.00	3,006.00
266	7.5" wide stainless steel table top conveyor	10/10/2016	SL / N/A	5.0000	9,750.00	100.0000	0.00	0.00	2,437.50	1,950.00	4,387.50
267	3.25" conveyor with curve	10/28/2016	SL / N/A	5.0000	1,200.00	100.0000	0.00	0.00	280.00	240.00	520.00
268	ARPAC 55-20 shrink wrap bundler system	11/7/2016	SL / N/A	5.0000	16,000.00	100.0000	0.00	0.00	3,733.33	3,200.00	6,933.33
269	Axon EZ 300 shrink sleeve labeler	11/7/2016	SL / N/A	5.0000	21,500.00	100.0000	0.00	0.00	5,016.67	4,300.00	9,316.67
270	Tracy Logan Equipment	8/24/2016	SL / N/A	5.0000	10,171.32	100.0000	0.00	0.00	2,712.35	2,034.26	4,746.61
271	Raised conveyor belt curved sections	5/16/2016	SL / N/A	5.0000	123,500.00	100.0000	0.00	0.00	41,166.67	24,700.00	65,866.67
272	Container Inverting system w Inverting Air rinser	9/9/2016	SL / N/A	5.0000	34,850.00	100.0000	0.00	0.00	9,293.33	6,970.00	16,263.33
273	Cup Denester/Filler/Sealer/Capper	7/22/2016	SL / N/A	5.0000	213,500.00	100.0000	0.00	0.00	60,491.67	42,700.00	103,191.67
274	Pneumatic snap capper with external torque adjustment dial and automatic shut of	7/22/2016	SL / N/A	5.0000	4,460.50	100.0000	0.00	0.00	1,263.81	892.10	2,155.91
275	Power conveyor - 10' raised belt	8/9/2016	SL / N/A	5.0000	4,040.00	100.0000	0.00	0.00	1,144.67	808.00	1,952.67
276	Upgrades to filler-Drip tray;Filler upgrade; Piston Head Assembly	9/16/2016	SL / N/A	5.0000	67,717.00	100.0000	0.00	0.00	16,929.25	13,543.40	30,472.65
277	10' raised belt conveyor	11/16/2016	SL / N/A	5.0000	4,338.12	100.0000	0.00	0.00	939.92	867.62	1,807.54
278	Brooks Rigging	4/29/2016	SL / N/A	7.0000	975.00	100.0000	0.00	0.00	232.15	139.29	371.44
279	cardboard bailer, metal banding and components	5/18/2016	SL / N/A	5.0000	2,100.00	100.0000	0.00	0.00	665.00	420.00	1,085.00
280	Engineering designs	7/13/2016	SL / N/A	15.0000	41,090.14	100.0000	0.00	0.00	4,109.01	2,739.34	6,848.35
281	BSD 50 T 125psi compressor	12/16/2016	SL / N/A	5.0000	8,130.00	100.0000	0.00	0.00	1,761.50	1,626.00	3,387.50
282	Equipment	6/15/2016	SL / N/A	5.0000	410,497.36	100.0000	0.00	0.00	129,990.83	82,099.47	212,090.30
285	Equipment	10/31/2012	SL / N/A	5.0000	1,824.32	100.0000	0.00	0.00	1,824.32	0.00	1,824.32
286	Upgrade Chilling Tank - cooling tower power for pre chiller	3/24/2017	SL / N/A	5.0000	25,000.00	100.0000	0.00	0.00	3,750.00	5,000.00	8,750.00
287	Upgrade Chilling Tank - bag over/under conveyor	3/24/2017	SL / N/A	5.0000	10,000.00	100.0000	0.00	0.00	1,500.00	2,000.00	3,500.00
288	Upgrade Chilling Tank - 30' bag conveyor transfer	3/24/2017	SL / N/A	5.0000	10,000.00	100.0000	0.00	0.00	1,500.00	2,000.00	3,500.00
289	Upgrade Chilling Tank - Rotating discharge conveyor for bags	3/24/2017	SL / N/A	5.0000	10,000.00	100.0000	0.00	0.00	1,500.00	2,000.00	3,500.00
290	Upgrade Chilling Tank - Rotating discharge conveyor for bags	3/24/2017	SL / N/A	5.0000	10,000.00	100.0000	0.00	0.00	1,500.00	2,000.00	3,500.00
291	Upgrade Chilling Tank - 30' lng cross conveyor from lift	3/24/2017	SL / N/A	5.0000	10,000.00	100.0000	0.00	0.00	1,500.00	2,000.00	3,500.00
292	Upgrade Chilling Tank - Inlet conveyor for tubs	3/24/2017	SL / N/A	5.0000	10,000.00	100.0000	0.00	0.00	1,500.00	2,000.00	3,500.00
293	Upgrade Chilling Tank - discharge 3 chutes for each lane	3/24/2017	SL / N/A	5.0000	10,000.00	100.0000	0.00	0.00	1,500.00	2,000.00	3,500.00
294	600 gallon pack kettle with agitation	3/24/2017	SL / N/A	5.0000	30,000.00	100.0000	0.00	0.00	4,500.00	6,000.00	10,500.00
296	Kitchen Equipment	12/31/2015	M / HY	5.0000	2,500.00	100.0000	0.00	0.00	2,065.00	174.00	2,239.00
310	Cooler / Freezer	7/1/2017	SL / N/A	5.0000	13,577.99	100.0000	0.00	0.00	1,357.80	2,715.60	4,073.40
311	Flex-Link Conveyors	7/1/2017	SL / N/A	5.0000	1,344.00	100.0000	0.00	0.00	134.40	268.80	403.20
312	Edlund Can Opener	7/1/2017	SL / N/A	5.0000	2,561.12	100.0000	0.00	0.00	256.11	512.22	768.33

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Machinery and Equipment												
313		Pallet Rack System	7/1/2017	SL / N/A	5.0000	7,616.02	100.0000	0.00	0.00	761.60	1,523.20	2,284.80
315		2 x 80 Gallon Kettles + Hook Ups	7/1/2017	SL / N/A	5.0000	15,535.66	100.0000	0.00	0.00	1,553.57	3,107.13	4,660.70
319		Leibenger Inkjet Printer	7/1/2017	SL / N/A	5.0000	6,794.26	100.0000	0.00	0.00	679.43	1,358.85	2,038.28
320		Carton Tape Sealer	7/1/2017	SL / N/A	5.0000	2,020.46	100.0000	0.00	0.00	202.05	404.09	606.14
321		Cafe Patrique Equipment	7/1/2017	SL / N/A	5.0000	3,360.00	100.0000	0.00	0.00	336.00	672.00	1,008.00
322		Capper / Boiler	7/1/2017	SL / N/A	5.0000	19,384.80	100.0000	0.00	0.00	1,938.48	3,876.96	5,815.44
336		6ft Belt Conveyor	3/20/2017	SL / N/A	5.0000	3,365.00	100.0000	0.00	0.00	504.75	673.00	1,177.75

339	STER Mixer Standard Emulser Work Head	1/1/2018	SL / N/A	5,000.00	2,995.00	100.0000	0.00	0.00	0.00	599.00	599.00
340	EMSC Mixer Standard Emulser Head	1/11/2018	SL / N/A	5,000.00	3,230.00	100.0000	0.00	0.00	0.00	646.00	646.00
341	Square Hold High Shear Work Head	1/5/2018	SL / N/A	5,000.00	3,220.00	100.0000	0.00	0.00	0.00	644.00	644.00
346	Form Fill & Seal Machine	2/7/2018	SL / N/A	5,000.00	153,960.00	100.0000	0.00	0.00	0.00	28,226.00	28,226.00
348	ARGO Equipment	1/19/2018	SL / N/A	5,000.00	109,710.30	100.0000	0.00	0.00	0.00	20,113.56	20,113.56
349	112" Custom Kiosk	2/14/2018	SL / N/A	5,000.00	15,900.00	100.0000	0.00	0.00	0.00	2,915.00	2,915.00
350	Silverson FX60 Batch Mixer	2/21/2018	SL / N/A	5,000.00	2,675.00	100.0000	0.00	0.00	0.00	445.83	445.83
353	Hot Sauce Soup Cup Filling & Sealing Machine	5/31/2018	SL / N/A	5,000.00	202,000.00	100.0000	0.00	0.00	0.00	23,566.67	23,566.67
356	SPARE PART for Silverson FX60 Batch Mixer	3/15/2018	SL / N/A	5,000.00	2,215.00	100.0000	0.00	0.00	0.00	369.17	369.17
357	5 x ULINE 55GAL SS Drum Dollies	3/21/2018	SL / N/A	5,000.00	1,007.44	100.0000	0.00	0.00	0.00	151.12	151.12
358	Warehouse Racks	3/26/2018	SL / N/A	7,000.00	1,177.76	100.0000	0.00	0.00	0.00	126.19	126.19
359	2 x Cleveland Range Model KET12T w 2 x ST28 Equipment	3/28/2018	SL / N/A	5,000.00	15,947.53	100.0000	0.00	0.00	0.00	2,392.13	2,392.13
360	2 x Gusto 36" Heavy Duty Gas Range	3/28/2018	SL / N/A	5,000.00	2,381.84	100.0000	0.00	0.00	0.00	357.28	357.28
361	3 x Advance Tabco Model FE-3-1812-18RL-C w Fisher Pre-Rinse Unit & Add-On Faucet	3/28/2018	SL / N/A	5,000.00	836.31	100.0000	0.00	0.00	0.00	125.45	125.45
362	Gusto 24" x 36" SS Work Table + 6 x 30" x 72" SS Work Tables	3/28/2018	SL / N/A	5,000.00	1,745.32	100.0000	0.00	0.00	0.00	261.80	261.80
366	PRM Part for Chiller	1/2/2018	SL / N/A	5,000.00	4,995.00	100.0000	0.00	0.00	0.00	999.00	999.00
367	TUCS Pre Chiller w Extras	2/7/2018	SL / N/A	5,000.00	67,337.00	100.0000	0.00	0.00	0.00	12,345.12	12,345.12
368	Urschel first machine	3/14/2018	SL / N/A	5,000.00	75,143.23	100.0000	0.00	0.00	0.00	12,523.87	12,523.87
370	Conveyor	2/19/2018	SL / N/A	5,000.00	3,500.00	100.0000	0.00	0.00	0.00	583.33	583.33
372	IFS Inline Lidder / Overcapper System	2/16/2018	SL / N/A	5,000.00	23,624.36	100.0000	0.00	0.00	0.00	3,937.39	3,937.39
373	4 x Table Top Scales	4/1/2018	SL / N/A	5,000.00	8,525.13	100.0000	0.00	0.00	0.00	1,278.77	1,278.77
374	High Shear Mixer w/o Mobile Lift	11/5/2018	SL / N/A	5,000.00	11,962.70	100.0000	0.00	0.00	0.00	398.76	398.76
375	12 Gallon Steam Kettle	4/11/2018	SL / N/A	5,000.00	15,786.74	100.0000	0.00	0.00	0.00	2,368.01	2,368.01
376	E3000G 30" Vacuum Sealer w Gas Purge + Filler	4/27/2018	SL / N/A	5,000.00	3,005.00	100.0000	0.00	0.00	0.00	400.67	400.67
380	Chefs Toys for R & D Kitchen	4/4/2018	SL / N/A	5,000.00	1,634.00	100.0000	0.00	0.00	0.00	245.10	245.10
381	Alliance Low Level Water Crippler Rinser w A & E Ionizer	5/2/2018	SL / N/A	5,000.00	17,940.00	100.0000	0.00	0.00	0.00	2,392.00	2,392.00
385	J H Day 80ft Mixer Powder & Sine/Watson Marlow MR135 Pump 84890901	7/1/2018	SL / N/A	5,000.00	108,142.00	100.0000	0.00	0.00	0.00	10,814.20	10,814.20
386	All-Fill VF110-HDX Vibratory Filler	10/1/2018	SL / N/A	5,000.00	383,880.00	100.0000	0.00	0.00	0.00	19,194.00	19,194.00
387	Shipping Crates built by Maverick Construction	5/6/2018	SL / N/A	5,000.00	1,330.85	100.0000	0.00	0.00	0.00	177.45	177.45
388	NEW Sewer Drain Machine	7/2/2018	SL / N/A	5,000.00	1,650.00	100.0000	0.00	0.00	0.00	165.00	165.00
389	Install new 5HP Condensing Unit	7/20/2018	SL / N/A	5,000.00	7,500.00	100.0000	0.00	0.00	0.00	625.00	625.00
390	Installed Upright Teardrop, Beam Teardrop and Wire Deck	7/1/2018	SL / N/A	5,000.00	5,726.43	100.0000	0.00	0.00	0.00	572.65	572.65
393	XMT-1500 MAP/Gas Flush w add'l set of square tooling	6/13/2018	SL / N/A	5,000.00	12,376.00	100.0000	0.00	0.00	0.00	1,443.87	1,443.87
394	All-Fill VF110-HDX Vibratory Filler Additional Feeder	6/18/2018	SL / N/A	5,000.00	38,250.00	100.0000	0.00	0.00	0.00	3,825.00	3,825.00
399	2 x Hitachi RX2-S160W Small Character Ink Jet Printers	6/4/2018	SL / N/A	5,000.00	17,510.00	100.0000	0.00	0.00	0.00	2,042.83	2,042.83
407	Welder	8/1/2018	SL / N/A	5,000.00	6,149.40	100.0000	0.00	0.00	0.00	512.45	512.45
408	2002 Crown 3500 lb. fork lift	8/9/2018	SL / N/A	5,000.00	1,633.28	100.0000	0.00	0.00	0.00	136.11	136.11
409	2004 Crown 3400 lb. fork lift	8/9/2018	SL / N/A	5,000.00	1,633.28	100.0000	0.00	0.00	0.00	136.11	136.11

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01/01/2018 - 12/31/2018

System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Bus./ Inv. %	Sec. 179/ Bonus/ (Cur. Yr. Only)	Salvage/ Basis Adj.	Beg. Accum. Depreciation/ (Sec. 179)	Current Depreciation	Total Depreciation/ (Sec. 179)
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Machinery and Equipment

410		2009 Crown 4500 lb. Elec. Jack	8/9/2018	SL / N/A	5,000.00	816.65	100.0000	0.00	0.00	0.00	68.05	68.05
411		2010 YUASA 36v Battery Charger	8/9/2018	SL / N/A	5,000.00	98.00	100.0000	0.00	0.00	0.00	8.17	8.17
412		Crown Manuel Pallet jacks 5000lb.	8/9/2018	SL / N/A	5,000.00	49.00	100.0000	0.00	0.00	0.00	4.08	4.08
413		Cousins Pallet Wrapper	8/9/2018	SL / N/A	5,000.00	653.32	100.0000	0.00	0.00	0.00	54.44	54.44
414		4-5 ft. Gravity Roller Conveyor	8/9/2018	SL / N/A	5,000.00	130.66	100.0000	0.00	0.00	0.00	10.89	10.89
415		2-10 ft. Gravity Roller Conveyor	8/9/2018	SL / N/A	5,000.00	81.69	100.0000	0.00	0.00	0.00	6.81	6.81
416		Racking 4000 lbs. plus decking	8/9/2018	SL / N/A	5,000.00	17,966.22	100.0000	0.00	0.00	0.00	1,497.18	1,497.18
417		Mesh Decking	8/9/2018	SL / N/A	5,000.00	10,134.58	100.0000	0.00	0.00	0.00	844.55	844.55
418		Load Beams	8/9/2018	SL / N/A	5,000.00	12,047.17	100.0000	0.00	0.00	0.00	1,003.93	1,003.93

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419	Ultramix 1000 Piston Filler Hopper Size + SGP Series Single Head Buna/Nitrile Seal	8/10/2018	SL / N/A	5.0000	4,756.35	100.0000	0.00	0.00	0.00	396.35	396.35
420					7,649.00	100.0000	0.00	0.00	0.00	637.42	637.42
421	4 x Conveyors	8/9/2018	SL / N/A	5.0000	3,850.00	100.0000	0.00	0.00	0.00	320.83	320.83
422	2 x Tumble Drums w Electrical Controls & Programming	9/10/2018	SL / N/A	5.0000	140,361.48	100.0000	0.00	0.00	0.00	9,357.43	9,357.43
424	94 x Drain Box 18x26x5	8/10/2018	SL / N/A	5.0000	2,187.73	100.0000	0.00	0.00	0.00	182.31	182.31
425	Perma-San 310 Gallon Stainless Tank	8/27/2018	SL / N/A	5.0000	2,500.00	100.0000	0.00	0.00	0.00	166.67	166.67
426	Metal Cutting Bandsaw	8/29/2018	SL / N/A	5.0000	1,070.00	100.0000	0.00	0.00	0.00	71.33	71.33
427	3 x Pico Scales	8/30/2018	SL / N/A	5.0000	3,640.11	100.0000	0.00	0.00	0.00	242.67	242.67
432	AIR002 Invoice 0100296-IN	8/30/2018	SL / N/A	5.0000	10,067.17	100.0000	0.00	0.00	0.00	671.14	671.14
434	Freezer Condensing Unit, 2 x Cooler Condensing Units, 2 x Process Room Condensin	9/10/2018	SL / N/A	5.0000	231,679.80	100.0000	0.00	0.00	0.00	15,445.32	15,445.32
435	4.5" Bottle Conveyor + Double 7.5" Bottle Conveyor	9/12/2018	SL / N/A	5.0000	25,123.00	100.0000	0.00	0.00	0.00	1,674.87	1,674.87
440	LDX-SS-RTE Uniform Case Sealing Machine	10/1/2018	SL / N/A	5.0000	10,800.00	100.0000	0.00	0.00	0.00	540.00	540.00
441	Elmar - Filler Nozzles	10/24/2018	SL / N/A	5.0000	1,516.82	100.0000	0.00	0.00	0.00	50.56	50.56
446	4 x Apera Instruments PH60S Premium Food pH Pocket Testers	10/16/2018	SL / N/A	5.0000	786.00	100.0000	0.00	0.00	0.00	39.30	39.30
450	Cleveland Equipment - TG-1000 15 gallon Piston Filler w Seal Kit	10/11/2018	SL / N/A	5.0000	4,027.00	100.0000	0.00	0.00	0.00	201.35	201.35
452	Millipore - RCS High Flow Touch Air Sampler	10/11/2018	SL / N/A	5.0000	5,900.24	100.0000	0.00	0.00	0.00	295.01	295.01
459	Ace Mart - 100 18 x 26 Food Boxes + 100 18 x 26 x 9 Food Boxes + 18 x 27 SS Cart	10/4/2018	SL / N/A	5.0000	5,250.11	100.0000	0.00	0.00	0.00	262.51	262.51
460	Ace Mart - 3 18 x 27 500lbs SS Carts + 80 18 x 26 Food Boxes	10/3/2018	SL / N/A	5.0000	2,119.50	100.0000	0.00	0.00	0.00	105.98	105.98
462	6 x Regency 30" x 72" 16-Gauge 304 Stainless Steel Commercial Work Table	10/4/2018	SL / N/A	5.0000	1,813.01	100.0000	0.00	0.00	0.00	90.65	90.65
463	4 x Regency 30" x 96" 16-Gauge 304 Stainless Steel Commercial Work Table	10/4/2018	SL / N/A	5.0000	1,574.65	100.0000	0.00	0.00	0.00	78.73	78.73
464	8 Gallon Hopper & 15 Gallon Hopper for Piston Filler	10/26/2018	SL / N/A	5.0000	1,050.00	100.0000	0.00	0.00	0.00	35.00	35.00
466	Urschel	11/30/2018	SL / N/A	5.0000	21,884.31	100.0000	0.00	0.00	0.00	364.74	364.74
467	Silverson Batch Mixer	11/13/2018	SL / N/A	5.0000	2,639.00	100.0000	0.00	0.00	0.00	87.97	87.97
468	Boot Washer	11/30/2018	SL / N/A	5.0000	3,497.29	100.0000	0.00	0.00	0.00	58.29	58.29
469	Robot Hand Mixer	11/30/2018	SL / N/A	5.0000	1,658.45	100.0000	0.00	0.00	0.00	27.64	27.64
471	High Shear Mixer	11/19/2018	SL / N/A	5.0000	49,356.00	100.0000	0.00	0.00	0.00	822.60	822.60
474	Controller	12/19/2018	SL / N/A	5.0000	3,648.82	100.0000	0.00	0.00	0.00	0.00	0.00
479	Ion Air Rinser	12/1/2018	SL / N/A	5.0000	13,250.95	100.0000	0.00	0.00	0.00	220.85	220.85
480	Silverson Emulsifier	11/7/2018	SL / N/A	5.0000	3,675.00	100.0000	0.00	0.00	0.00	122.50	122.50
481	2 x Meat Grinders	12/5/2018	SL / N/A	5.0000	5,000.00	100.0000	0.00	0.00	0.00	83.33	83.33
482	2 x Condensing Unit, Trenton, TVS022M8-HT-4B-A	12/31/2018	SL / N/A	5.0000	37,612.07	100.0000	0.00	0.00	0.00	0.00	0.00
483	Condensing Unit, Trenton, TVS030M8-HT-4B-A	12/31/2018	SL / N/A	5.0000	23,862.70	100.0000	0.00	0.00	0.00	0.00	0.00
485	Milling Machine	12/5/2018	SL / N/A	5.0000	4,500.00	100.0000	0.00	0.00	0.00	75.00	75.00
Subtotal: Machinery and Equipment				6,051,783.56	0.00	0.00	0.00	811,311.42	974,488.15	1,785,799.57	
Less dispositions and exchanges:				0.00	0.00	0.00	0.00	0.00	0.00	0.00	

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Depreciation Expense4/9/2019
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Sorted: General - category

Financial

01/01/2018 - 12/31/2018

System No.	S	Description	Date In Service	Method / Conv.	Life	Cost / Other Basis	Bus./ Inv. %	Sec. 179/ Bonus/ (Cur. Yr. Only)	Salvage/ Basis Adj.	Beg. Accum. Depreciation/ (Sec. 179)	Current Depreciation	Total Depreciation/ (Sec. 179)
Net for: Machinery and Equipment						6,051,783.56		0.00	0.00	811,311.42	974,488.15	1,785,799.57
Software												
3		Software	10/31/2012	SL / N/A	3.0000	208.00	100.0000	0.00	0.00	208.00	0.00	208.00
9		Culinary Software	11/27/2015	SL / N/A	3.0000	6,195.45	100.0000	0.00	0.00	4,302.40	1,893.05	6,195.45
17		Genesis Software R&D food product bundle	4/1/2017	SL / N/A	3.0000	16,994.00	100.0000	0.00	0.00	4,248.50	5,664.67	9,913.17
18		Software LV Gold 3 user	4/1/2017	SL / N/A	3.0000	1,059.77	100.0000	0.00	0.00	264.95	353.26	618.21
204		Adobe Acrobat Pro + Creative Cloud	3/18/2016	SL / N/A	3.0000	206.67	100.0000	0.00	0.00	120.56	68.89	189.45
209		Culinary software	11/8/2016	SL / N/A	3.0000	3,915.00	100.0000	0.00	0.00	1,522.50	1,305.00	2,827.50
229		TraceAll Enterprise Software	5/6/2016	SL / N/A	3.0000	6,140.00	100.0000	0.00	0.00	3,411.12	2,046.67	5,457.79
243		Sweetware Software	3/24/2016	SL / N/A	3.0000	399.00	100.0000	0.00	0.00	232.75	133.00	365.75
250		Dropbox	3/21/2016	SL / N/A	3.0000	159.90	100.0000	0.00	0.00	93.28	53.30	146.58
283		Software	6/15/2016	SL / N/A	3.0000	6,999.00	100.0000	0.00	0.00	3,693.92	2,333.00	6,026.92

363	MKT Tool for AccountMate	4/3/2018	SL / N/A	3.0000	405.94	100.0000	0.00	0.00	0.00	101.48	101.48
365	eMaintenance Software	3/29/2018	SL / N/A	3.0000	4,335.00	100.0000	0.00	0.00	0.00	1,083.75	1,083.75
369	AccountMate setup and training	1/25/2018	SL / N/A	3.0000	5,412.50	100.0000	0.00	0.00	0.00	1,653.82	1,653.82
377	Project Management Software	4/25/2018	SL / N/A	3.0000	3,476.02	100.0000	0.00	0.00	0.00	772.45	772.45
Subtotal: Software					55,906.25		0.00	0.00	18,097.98	17,462.34	35,560.32
Less dispositions and exchanges:					0.00		0.00	0.00	0.00	0.00	0.00
Net for: Software					55,906.25		0.00	0.00	18,097.98	17,462.34	35,560.32
Subtotal:					7,715,943.55		0.00	0.00	891,980.97	1,105,212.45	1,997,193.42
Less dispositions and exchanges:					0.00		0.00	0.00	0.00	0.00	0.00
Grand Totals:					7,715,943.55		0.00	0.00	891,980.97	1,105,212.45	1,997,193.42

Schedule 2.1(e)

1. A certain industrial building lease dated the 28th day of March, 2017 (“Date of Lease”) entered into by and between FRANKIE SPECIALTY FOODS, LLC, a Texas limited liability company (“Tenant”), whose guarantor is Frankie V’s Kitchen, LLC and CI DAL III-V, LLC, a Delaware limited liability company (“Landlord”) that covers approximately 69,047 Rentable Square Feet composed of three (3) suites on Switzer Ave, Dallas, Texas, containing approximately 26,830 Rentable Square Feet of space in Suite 11035 (“Suite 11035”), 23,250 Rentable Square Feet of space in Suite 11025 (“Suite 11025”), and 18,967 Rentable Square Feet of space in Suite 11033 (“Suite 11033”).
2. A certain industrial sublease made and entered into on the 20th day of June, 2018, by and between CENTURION MEDICAL PRODUCTS CORPORATION, a Michigan corporation (“Sublandlord”) and FRANKIE V’S KITCHEN, LLC, a Texas limited liability company (“Subtenant”). Said sublease was made pursuant to the Prime Lease, and covers the portion of the building commonly known as 11029 Switzer Road, Dallas, Texas which compromises an area of 23,600 square feet.

(collectively, the “**Lease**”)

If Purchaser shall elect, in its sole discretion, to have the Lease (or any portion thereof) assigned to Purchaser, then the relevant assignment document shall be executed by the Debtor and by the appropriate Debtor affiliate.

EXHIBIT A

NOTICE OF TERMINATION OF EMPLOYMENT

To: [name of employee]

Pursuant to this Notice of Termination, your employment with Frankie V's Kitchen, LLC, is hereby terminated, effective at the close of business on July ____, 2019.

Frankie V's Kitchen, LLC

By:

Its: